

THE POSITION
OF THE
LONDON WATER COMPANIES.

CONSIDERED FROM A PARLIAMENTARY AND
LEGAL POINT OF VIEW.

A REPORT
TO THE LONDON COUNTY COUNCIL.

BY
HENRY LAWRENCE CRIPPS,
Parliamentary Agent.

51. 24, PARLIAMENT STREET, WESTMINSTER.

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INTRODUCTION.

I HAVE prepared, as requested, notes on the Position of the London Water Companies, which I submit in the following pages.

The notes deal with the Legal Position of the Companies considered from various points of view, and as illustrated by the History of Proceedings in Parliament and elsewhere relating to the London Water Question.

In dealing with the subject, I have had in view the enactments of the Special Acts relating to the various Companies, as well as the history of Parliamentary proceedings which led up to and explain the enactments; but I have purposely refrained from any attempt to discuss the subjects now under the consideration of the Royal Commission.

The statutes involved are numerous and complicated. Some are out of print, and copies are not easily accessible, and I have thought it would be convenient to collect those sections still in force which appear to bear on the questions under discussion. These are set out verbatim in the Appendices C and D.

There may be sections which in certain contingencies may be material, but which have escaped my notice. I have, however, carefully perused every Act, and believe that the series of sections set out in the Appendices comprises all that are really relevant to those questions in relation to the Water Companies which the London County Council will have to consider.

The following paper is designed rather to call attention to those questions, and to provide material for their consideration, than to express any positive opinion upon them. Indeed, in so far as strictly legal questions are involved, I could not pretend to express any very confident opinion without advice and assistance from Counsel specially con-

versant with such subjects, which, for the present purpose, I have thought it unnecessary to seek.

I have endeavoured to deal with the following questions:—

Whether the Companies or any of them have a legal claim to continue in possession of their present business?

What are the areas over which their present powers of supply extend?

How far have any of the Companies any legal monopoly of supply within those areas, or any rights which Parliament would be likely to regard as equivalent to monopoly?

What is the nature and extent of their existing powers to obtain water, and how far their title to the continued exercise of such powers as they now claim is indefeasible or otherwise?

The maps attached to the Report are designed to show:—

1. The extent to which competition has been already authorised by Parliament as between the various Companies supplying within the County of London, and
2. The extent to which the water-bearing chalk districts in the neighbourhood of London have been already allocated by Parliament to Companies authorised to supply water within their respective districts.

I have added a chapter on the legal powers of the several Companies to charge in their respective districts for water supplied for domestic and other purposes. The enactments on this subject are generally inaccessible to the consumer, are very imperfectly understood, and, as I think I have shown, not always fairly explained by the Companies to their customers.

In the concluding chapter I have stated the considerations which seem to me likely to have most weight in determining the course of future Parliamentary proceedings in relation to the question.

24 PARLIAMENT STREET,
WESTMINSTER.

Oct. 1, 1892.

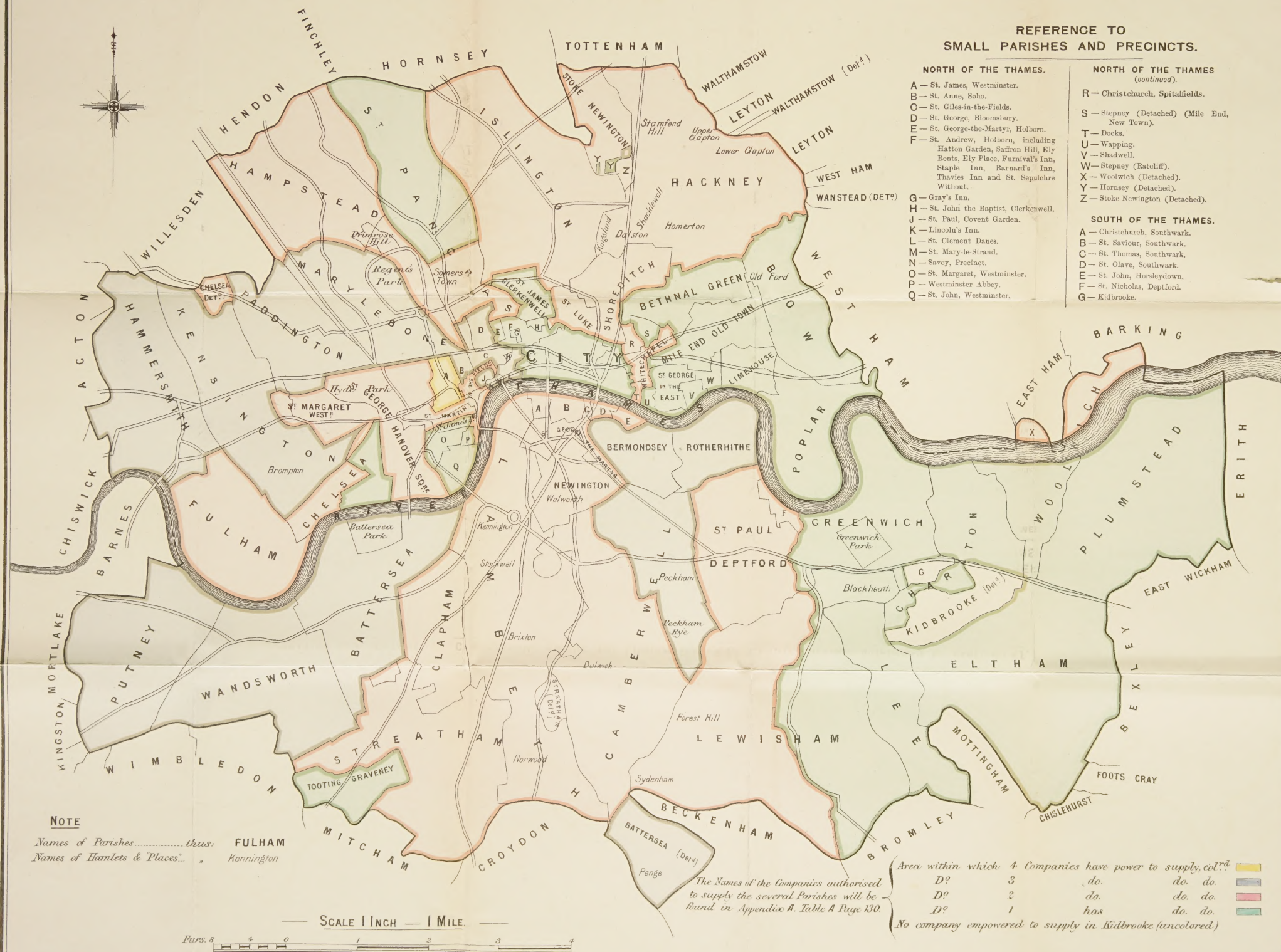
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LONDON WATER COMPANIES

Map

MAP No 1.

ILLUSTRATING THE EXTENT OF COMPETITION AMONG THE LONDON WATER COMPANIES ALREADY AUTHORISED BY PARLIAMENT.



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THE POSITION

OF THE

LONDON WATER COMPANIES

CONSIDERED FROM A PARLIAMENTARY AND LEGAL
POINT OF VIEW.

I. THE COMPANIES' LEGAL RIGHTS IN REGARD TO THE BOUNDARIES OF THEIR AREAS OF SUPPLY.

The London Water Companies have no monopoly of supply in any of their districts. No provision in any Act relating to these Companies prohibits or restricts either expressly or by implication the introduction of new systems of supply. The inhabitants of the London district, therefore, are not confined to the supplies which can be furnished by the existing Companies, although, of course, any new system of supply would, in order to be effective, require authorisation by Parliament. No legal monopoly.

The existing Companies have never yet fulfilled the obligations imposed, or carried into full execution the powers conferred on them in respect of water supply by Parliament.

It appears to have been the intention of Parliament in regulating the Companies (especially in the year 1852 *) to secure as far as possible that London and the suburbs should have at least two, in parts more, Companies empowered to supply water in competition with each other, so that consumers could not only resort to the Company willing to supply on most favourable terms, but that in case of deficiency in quantity or of quality occurring in the supply of one Company, the consumers might be able to resort to another Company. Competition legally established.

* The history of this year is more fully dealt with in a later part of this paper.

I have designed a map, for the working out of which I am indebted for the assistance of the Department of the Council's Engineer, which shows in different colours the areas of London which are respectively within the districts of supply of one, two, three and four Companies. A copy of this map will be found at the commencement of this volume.

Defeated by
arrangements
among the
Companies.

Competition has, however, up to the present been frustrated by combination between the Companies. It has been arranged between them that each should supply part only of its district, exacting there uncontrolled by competition the highest charges it could legally demand. It has thus happened that the scale of charges intended to be a "maximum," not to be actually resorted to except in exceptional cases, and never in any circumstances to be exceeded, has been applied if not invariably at least usually to the consumer.

Tables will be found in the Appendices designed to show precisely the areas over which the powers and obligations of the several Companies in regard to the supply of water extend.

The Companies'
Districts as
defined by
law.

Table A * gives in alphabetical order the parishes and places in London within the Companies' authorised limits of supply and the names of the several Companies authorised to supply within those parishes and places; and also shows how far those parishes and places are being supplied by the Companies who ought to supply them.

The names of the parishes and places are taken from the schedules to the "Metropolis Management Act, 1855."

Table B † gives in alphabetical order the names of the several Companies and the parishes and places which are supplied by them wholly or partly, or in which the Company gives no supplies.

These tables will be sufficiently accurate for the present purpose; but to define exactly in the case of each Company the district over which its powers extend is rendered difficult by the loose way in which the places are described in the Acts. In some cases the names of parishes are adopted, and in others names not representing a place within known and definite boundaries.

The following instances are sufficient to give an illustration of some of the difficulties which arise in determining the exact legal boundaries of the Companies' Districts, owing to the method of nomenclature adopted in the various Acts.

By the Metropolis Management Act, 1855, the Parishes of Christchurch and Saint Saviour (including the Liberty of the Clink) are united to form the Southwark District for the purposes of that Act.

* Appendix A, p. 2.

† Appendix A, p. 9.

The Southwark and Vauxhall Water Act, 1852 (section 41), comprises amongst the Parishes to be supplied by that company the Parish of "Saint Saviour in the Borough of Southwark." But apparently at that date the Liberty of the Clink was not part of the Parish of Saint Saviour.

The Lambeth Company by section 11 of their Act of 1848 have comprised within their limits not only the "Parish of Saint Saviour" but also the "Clink Liberty."

The effect of these enactments, therefore, is apparently that the Liberty of the Clink is within the authorised limits of supply of the Lambeth Company, but not within the limits of supply of the Southwark and Vauxhall Company.

The Parish of Saint Saviour, including the Clink Liberty, is stated to contain about 2100 supplies, of which twenty-six only are actually afforded by the Lambeth Company—the remainder being actually afforded by the Southwark Company.

Both Companies, however, apparently interpret the enactments as placing the Liberty of the Clink within the District of the Southwark Company.

The New River Company's Act of 1852 (section 5) authorises the New River Company to supply in the Parish of "St. Mary, Stoke Newington."

The East London Company's Act of 1853 (section 53) authorises that Company to supply in "Newington," in the County of Middlesex. There is a "Newington" which in 1853 was in the County of Surrey, and "St. Mary, Stoke Newington," in the County of Middlesex. But it seems doubtful whether the expression Newington, in the County of Middlesex, correctly describes Stoke Newington. Probably, however, the Act would be interpreted to mean Stoke Newington, so that it is within the legal District of both Companies.

The Southwark and Vauxhall Water Act of 1852 (section 41) includes "St. George the Martyr, St. Saviour, St. Thomas, St. John, and St. Olave, all in the Borough of Southwark." The Southwark Company apparently interpret this expression as including the whole of the Borough of Southwark. But it seems to me clearly to exclude any extra-parochial or other places in the Borough with the exception of the Parishes specifically named.

The Lambeth Company, by their Act of 1848 (section 11), are authorised (*inter alia*) to supply the Parish of St. John Horselydown, otherwise Horsleydown, in the Borough of Southwark, this apparently being the correct name of the Parish, which is probably referred to in section 41 of the Southwark and Vauxhall Water Act, 1852.

The East London Company, by their Act of 1853 (section 53), are authorised to supply "Saint Botolph, Aldgate." The New River Company, by their Act of 1852 (section 5), are authorised to supply "Saint Botolph, Aldgate Without," this section also including the whole of the City of London.

The same Act (New River Company, 1852, section 5) also includes Thavies Inn, Staple Inn, Barnard's Inn, Lincoln's Inn, and Gray's Inn, while other "Inns" which are apparently considered within their district of supply are not referred to in the Act.

The position of other places in London which at the date of the respective Acts were extra-parochial, such as the Old Artillery Ground, the District of the Tower and various places included in the Holborn District, and the Strand District, also gives rise to various minor difficulties.

Those who were responsible for drafting the Companies' Acts seem to have followed various systems of nomenclature, the result of which is that if it became necessary to define exactly the extent of each Company's powers of supply, and to define to what extent in each district the Companies are subject to competition (obviously a material factor in assessing the value of their undertakings), a state of confusion would be found which might involve considerable research into parochial and other boundaries.

The precise legal boundaries of the Companies' districts of supply may become relevant in considering the legal position of the Companies in regard to their revenue; for it is obvious that if one Company is supplying within part of the authorised district of another Company by arrangement between them unconfirmed by Parliament, the Company supplying has not and never has had any legal right to the charges which it has made.

II. THE COMPANIES' LEGAL POSITION IN REGARD TO THEIR POWERS TO TAKE WATER.

For the purpose of this part of the subject the Companies naturally divide themselves into groups.

1. *The Thames Companies*.—These are the Companies whose sources of supply are from the Thames or Thames Valley above Kingston, viz.:—

The Chelsea Company.

The Grand Junction Company.

The Lambeth Company.

The Southwark and Vauxhall Company.

The West Middlesex Company.

The East London Company (as to part of its authorised take).

2. *The Lee Companies*.—These are the Companies whose sources of supply are from the Lee or Lee Valley, viz.:—

The New River Company.

The East London Company (as to the main part of its authorised take).

3. *The Kent Company*.—This Company's sources of supply are wells sunk in the chalk formation south of the Thames and to the south-east of London.

Several of the Thames Companies and the two Lee Companies claim powers to take water both direct from the rivers and from springs or wells.

The greater part of the water supplied by the Thames Companies is taken either directly from the River Thames or from wells so near to the river that the water derived therefrom is admittedly Thames water, and in like manner a great part of the water supplied by the Lee Companies is taken either directly from the River Lee or is water abstracted from wells, which water would ultimately if not so intercepted swell the volume of the Lee or some other stream flowing into the Thames.

It should be noted that the exact nature of the powers claimed by the Companies for taking underground waters has never been seriously questioned, neither the occasion nor the necessity for any such question having as yet arisen. Before the constitution of the London County Council no local body existed in any way interested in

Powers of
Thames and
Lee Com-
panies to take
water from
Rivers.

resisting or checking the appropriation of water by the Companies from these rivers, and it was scarcely likely that any individual or group of individuals would have been sufficiently concerned in the matter to undertake the cost of fighting a test case with Companies so powerful and enabled to carry on any such contest by means of funds derived from the levy of water-rates. But, in considering the real extent or value of the existing powers claimed by the Companies to take water, it is obvious that this branch of the subject demands the closest investigation.

If the Companies claim powers to appropriate from their existing sources of supply a much larger quantity of water than they at present derive, it is possible that they may have the legal power to obtain enough in quantity both for the present and prospective requirements of London and the neighbourhood within their respective limits of supply. But the injury said to be caused to certain districts by the exhaustion of water has already produced no little remonstrance, and, should the claims of the Companies be much further pressed, there is every indication that their exercise will be strongly resisted, and the whole question of their existing legal powers may be submitted to the determination of the Courts of Law.

The results of
establishing
the County
Councils.

The London County Council are of course not the only representative body who have come into existence under the "Local Government Act, 1888," concerned in this matter; but the Councils of Middlesex and Hertford especially, and those of Kent, Surrey, Essex, Bucks, Berks, and Oxford, and even the more remote Counties of Gloucester and Wilts have shown that they recognise and intend to enforce the rights of their respective districts to the waters found therein.

Whether, therefore, the powers of appropriation and supply remain in the hands of the Companies or are transferred to the London County Council, it is essential to ascertain, first, the exact legal nature and extent of these powers, and, secondly, how far (if as extensive as is contended by the Companies) they may be relied upon as permanent; or whether and to what extent they are liable to be restricted by Parliament on the application of those who are interested in retaining the water for the districts in which it originates and from whence it may be taken without breach of any existing law.

"The Local Government Act, 1888," has thus altered materially the position of the Thames and Lee Companies with respect to the appropriation of water. For the first time a powerful elected body has been created in the London County Council directly interested in the preservation of

these rivers for the general benefit of London and its inhabitants, while the Councils of the adjoining counties will at the same time exert, and are already exerting, powerful influences to restrain and limit, and, if possible abolish, any existing rights of those Companies to take for the supply of London water from within their respective areas; and all these bodies will be forced to prevent any abstraction of water beyond the strict limits of existing rights.

In the past an almost exactly opposite state of things has prevailed.

The bodies to whom the conservancy of the Rivers Thames and Lee has been entrusted have been driven by financial difficulties to maintain existence by means of moneys obtained in consideration of their acquiescence in the abstraction of water by the Companies. The Conservancy Boards have resented the suggestion that they have "sold" the water of these rivers; but it is not easy to describe what they have done otherwise than as a sale without employing some circumlocutory euphemism which means the same thing. However it may be most accurately described the successive appropriations of water from these rivers by the Companies has produced an accession of revenue to the Conservancy Boards, and it is clear that their interests have been and are in the direction of allowing the appropriation of water in consideration of these payments rather than of checking it and thereby impairing their means of subsistence.

It will be impossible to explain the exact position of the Thames Companies with regard to the appropriation of water from the river without some reference to the events which led up to the enactments of 1852, a piece of history not only important in reference to the question now under discussion, but as showing that Parliament has already asserted the right to prohibit these Companies from continuing to supply water from sources open to suspicion. This history seems also to show that the Thames supply is not to be regarded or to be relied upon as permanent, but rather that just as the old sources of supply were taken away from these Companies in former years at the instance of the inhabitants of London, so their present rights may be again at any time abolished. I do not allude in any detail to those Reports of Royal Commissions which have expressed opinions on the propriety of maintaining or abandoning the River Thames as a source of supply, as it is not the purpose of this paper to deal with questions under consideration by the Royal Commission now sitting; I am merely concerned to point out that in the event of suspicion being now or hereafter thrown upon the Thames supply the right or power of the Companies to continue it would rest on an unsubstantial basis.

The Conservancy Boards.

How far the Thames supply may be considered permanent.

The general
legal position
of the Com-
panies.

This branch of the subject is intimately involved with the wider question of the nature of the title of the Companies to the business or privilege of supplying water in their districts, and although in this respect the position of the several Companies is not identical it will be convenient to deal with it at the present point.

Under the legislation of 1852 and 1871 * Parliament has established and confirmed the principle that the London Companies have no permanent or unalterable concession of their statutory powers; but that, on the contrary, those powers are subject to reduction or extinction in the interest of the public.

Few matters of importance to London are less generally understood, or have been more persistently misrepresented, both in Parliamentary discussions, and in an influential section of the London newspapers, than the general position of these Companies in their legal relation to the London public. It has been common for the advocates of these Companies to speak and write of them as if they had a legal right to supply water for all time from their present sources, or such other sources as they may select, to London and the neighbourhood; and so little are the facts known that most people talk of the London Water Companies as if they all occupied a position in this respect equally unassailable. The facts, however, are exactly contrary; the position of each of the Water Companies of London differs materially from that of Water Companies in provincial towns; while of the eight Companies concerned, some have less claim than others to continue the position which they at present occupy. The Companies supplying Thames water differ from those supplying from the Lee, and both of these groups differ from the Kent Company.

Parlia-
mentary
History of the
Companies.

The history of the Thames Companies, in its bearing upon their legal rights, may be summarised as follows:

They originally acquired by purchase or concession certain powers or privileges of supplying certain districts with water at a time when all the conditions of London were totally different from those which at present prevail, and in circumstances and under conditions which have long since ceased to exist. They employed those powers and privileges primarily with a view to their own commercial interests, involving naturally the making of the largest amount of profit possible. Constant warnings and efforts on the part of the inhabitants of London to force the Companies to supply a better article were disregarded or resisted; until the cholera epidemic of the middle of the present century

* "Metropolis Water Act, 1852," 15 & 16 Vict. c. 84; "Metropolis Water Act, 1871," 34 & 35 Vict. c. 113.

led to the Companies being deprived of their then existing powers to take water, and being compelled to adopt new sources of supply.

I do not propose to examine here in detail all the old history of the Water Companies, and their relations to the inhabitants of London. It is on record in evidence given before Commissions and Parliamentary Committees and in Parliamentary debates of a most voluminous character, where many facts are to be found to throw more light on the subject now under discussion ; but I propose to refer to some of the more salient features of the period 1848 to 1852 in support of the propositions above suggested.

Previously to the cholera outbreak of 1849 the sources of supply by the Companies to London were as follows :—

Sources of supply in the year 1849.

Name of Company.	Sources of Supply.
Chelsea	The River Thames at Battersea.
East London	The River Lee at Lee Bridge.
Grand Junction	The River Thames 360 yards above Kew Bridge.
Kent	The River Ravensbourne at Deptford—ditches and wells.
Lambeth	The River Thames at Lambeth (between Waterloo Bridge and Hungerford Suspension Bridge).
New River	Chadwell springs and wells in Hertfordshire, and the River Lee.
Southwark and Vauxhall	The River Thames at Battersea.
West Middlesex	The River Thames at Hammersmith.

Although it was not until a somewhat later date that the investigations undertaken by the General Board of Health proved the extent to which the severity of that epidemic was due to the water supplied by particular Companies, yet a strong general belief prevailed that in some way it had been due to the water supply.

In 1848, the Lambeth Company introduced a Bill (to which further reference is made hereafter) which passed into law as the “Lambeth Waterworks Act, 1848.” This Act provided for the discontinuance of the then existing source of supply, and the construction of works at Seething Wells, in the parish of Long Ditton.

Proceedings in Parliament, 1848.

Proceedings in
Parliament,
1849.

In 1849, a Bill was introduced by a private Company under the name of the "Henley and London Waterworks and Navigation Bill." The object of this Bill was described in the title as follows: "For making a navigable cut from the Henley Reach of the River Thames to the Grand Junction Canal near West Drayton, and for altering such Canal and the Paddington Canal, and for constructing reservoirs near Paddington and Primrose Hill; and for better supplying with water the inhabitants of certain parts of the Metropolis."

This Bill was fully discussed on second reading in the House of Commons, and was rejected on the 2nd of March, 1849, by a majority of eighty. (For second reading, 57; against, 137.) It was stated in reference to this Bill that the Commissioners of Sanitary Reform considered that an ample supply would involve 24,000,000 gallons per day, being at the rate of twelve gallons per head per day on a population of 2,000,000.

1850.

In 1850 Bills were introduced as follows:—

1. "The Metropolitan Waterworks (Henley-on-Thames and London Aqueduct) Bill" (the object of which is sufficiently explained by the title), which was discussed in the House of Commons on second reading, on the 14th of May, 1850, when it was rejected by 216 to 116.

2. Another Bill was introduced on a petition described in the Journals (8th of May, 1850), as "A Petition of Householders and Ratepayers in the Cities of London and Westminster, or in the Counties of Middlesex or Surrey, for leave to deposit a Petition for leave to bring in a Bill for obtaining a better supply of water for the Metropolis from the River Thames at or near Mapledurham in the County of Oxford."

This petition was referred to the Standing Orders Committee, and the House was asked, as a matter of urgency, to suspend the standing orders in order that the Bill might be allowed to be introduced. But in view probably of the expressed intention of the Government to deal with the subject the Bill was not allowed to proceed.*

3. A Bill was also introduced entitled "London (Watford) Spring Water Company." In the debate on the second reading (14 May, 1850), Mr. Bernal Osborne drew from Sir George Grey, the Home Secretary, an explanation of the delay of the Government in dealing with the subject of the Metropolitan Water Supply. Sir George Grey said that the question had been referred to the Board of Health, and that

* Report from Standing Order Committee, House of Commons, 10th May, 1850.

pending the report of that Board, the Water Bills had at the beginning of the session been postponed until after the report—in the continued delay of that report he could only suggest that the Bills be deferred until the next session. The chairman of the Board of Health, Lord Ashley, intimated that the report would shortly be ready, and that it contained a proposal of new sources of supply and a mode of administration five times cheaper than the scheme before them. This Bill was rejected by a majority of 106 in a house of 286, after an expression of opinion that it was clearly a matter for the consideration of the Government.

On the same day Sir William Molesworth moved the second reading of the “Metropolitan Waterworks (Henley-on-Thames and London Aqueduct) Bill.” This Bill was declared obnoxious on the same grounds as the Bill introduced in the last session. Lord Ashley said that it was a scheme which ought not to proceed without the sanction of the Government. The Company he said proposed to take 100,000,000 gallons per diem from the Thames, and 100,000,000 from other sources at different periods of the year, a larger quantity than was required in the Metropolis. What was wanted was purer water and improved distribution, matters left untouched by the Bill seeing that water at Henley was no better than at Battersea. He said that what was necessary in order to carry out an improvement in the distribution was action compelling the owners of houses to provide for their tenants a supply of water, and the commissioners proposed to be appointed under the scheme before the House had no power to do this: he also condemned the Bill on account of the capital said to be necessary to the execution of the scheme.

Mr. Mowatt said that here was a chance, let those people who wished to assist Londoners to supply themselves with water at their own expense be assisted in their turn—and that to prevent the inhabitants of London being exposed to disease and contagion arising from indifferent water supply the second reading should be passed.

Lord R. Grosvenor said he was as anxious as any inhabitant of London to see the supply of water improved, but he thought the Companies after a long trial had failed. The water supply should now be regulated by some other authority which should determine the mode of supply and the cheapest and best method of distribution. Here would be a large expenditure of money, but no good would result to the inhabitants of London therefrom. Let this scheme be dropped until the House had had an opportunity of considering what other measures were proposed.

Mr. Bernal Osborne said that this matter was of the greatest importance to the inhabitants of London, had agitated all London and had been discussed by meetings

Proceedings in attended by nearly 2,000,000 people—he was astonished
Parliament, not to hear the head of the Government express an opinion
1850. on the subject. He believed this Bill would place the
control in the hands of the ratepayers. The division on
second reading was: Ayes 116—Noes 216.

1851. In the following year (1851) Bills were again introduced.
- (a.) Metropolitan Water Supply (control of by representative body) Bill (Mr. Mowatt, Sir Benjamin Hall, and Mr. Lushington), which was rejected on standing orders at an early stage.
 - (b.) Metropolis Water Bill (Sir George Grey, Lord Seymour, and Mr. Bouverie), which was a Government scheme to consolidate the Water Companies compulsorily, and place them under the control of a Government Department.

In the discussion on the motion for leave to bring in the Bill (29th April, 1851), Sir George Grey spoke to the following effect:—

Competition could no longer be trusted, as it must end in combination.

The system which had been hitherto pursued had failed to effect the objects for which Parliament had sanctioned its adoption.

The Board of Health had recommended the abandonment of the present sources of supply, and the adoption of the Bagshot and Farnham district for the future; but the question of the abandonment of all the present sources of supply must be considered with care and caution.

The Government had referred to three men of science the question of superiority of the various sources proposed and the present source.*

The measure before them would make it obligatory on the persons proposing to supply London to adopt any source of supply which might be recommended for its quality and quantity.

The Government proposed to consolidate the existing Companies, and place them under effectual control.

The Board of Health had recommended a Government Board of salaried officials, with powers of providing a source of supply, means of distribution, and funds for carrying their schemes out, by means of loans secured on the rates or by direct rates for their purpose.

There existed no representative authority having jurisdiction coterminous with the area desired to be supplied.

Mr. J. S. Mill had recommended the method which he desired to propose. That gentleman had preferred Government control and supervision to a Government undertaking.

* William Allen Miller, M.D., F.R.S., Dr. Hoffman, Professor Graham.

He proposed consolidation of the Companies by means of an arbitration valuation of Stock, with a limitation on dividend payable and on the rates chargeable, the Companies being subject to control by Government and Parliament, power to be given to the Government to buy up at a fixed rate.

No dividend to exceed 5 per cent. until rates conformed to scheduled rates—rateable reduction in charges to meet increase of profits divisible—control by Treasury. The Secretary of State to have power to direct the Company to adopt any new source of supply which the result of the present inquiries may point out as desirable. Special provision was made for a supply for cleansing the Metropolis and sanitary purposes, and the supply to be afforded to the inferior class of houses.

The Companies had been approached, and they had offered no objection to the scheme, though they had deferred giving any assent until they had carefully considered the Bill.

Mr. Baillie Cochrane called in evidence of the inefficiency of this measure the reception thereof by the Companies—what pleased them must be wrong. They had received various recommendations from Commissions for the abolition of the monopoly of the Companies. Under their auspices the misery consequent on an inefficient water supply was appalling.

Mr. Hume: The fault lies with the House; let them now remedy it by fostering all possible competition.

Sir B. Hall: Let the Companies do what was their duty, and get the new sources of supply. They ought to have done so long ago. Why should they provide money to compensate Companies for money expended on a worthless article. The shareholders were worthy of the greatest censure for neglecting the sanitary condition of the population of this large city.

Lord Ebrington agreed competition was not a permanent remedy for the evil. Water supply fell within the functions of the Government. He regretted the measure did not carry further the recommendation of the Report of the Board of Health, which bore the names of several members of the Government.

Sir George Grey: The Government had not yet determined on the abandonment of the present supplies, but powers would be given the Secretary of State to require it.

This Bill was referred to a select committee, presided over by Sir James Graham. The committee sat between thirty and forty days, and time did not permit of the inquiry being exhausted. Sir James Graham, on the 4th of August, reported from the committee to the House as follows:—

Sir James
Graham's
Committee.

Proceedings in
Parliament,
1851.

"That the order of the House of the 16th day of May last had been complied with, and that they had heard counsel in support of the said petitions, and had also heard counsel in favour of the Bill; and that they had examined the allegations contained in the preamble of the Bill, but the same had not been proved to their satisfaction.

"Sir James Graham further reported from the said committee 'That he had been directed to report the minutes of the evidence taken before them to the House.' " *

Metropolis
Water Bill,
1852.

In the following year the Metropolis Water Supply Bill, 1852, was introduced; the proceedings upon which mark, perhaps, the most important epoch in the Parliamentary history of the London Water Companies. This Bill (which ultimately passed into law as the Metropolis Water Act, 1852) was introduced as a Government measure.

Lord Seymour (First Commissioner of Works), in moving for leave to introduce the Bill, indicated in some detail the policy of Lord John Russell's Administration in regard to the London water question. The observations made by Lord Seymour on the occasion (February 6th, 1852) are to be found in Hansard, vol. 119, p. 215. The principal proposals were—

1. Prohibition of taking water from the existing sources in the Thames.†
2. Compulsory filtration.
3. Covering of reservoirs and aqueducts.
4. Constant supply.

He intimated a decided opinion that the charges made by the Companies were very high, and that the fixing of a fair rate of charge by limiting existing powers was a matter which the Government intended should be dealt with in committee.

As regards management, the Board of Health had recommended management by a Commission with parliamentary responsibility. But the Government did not agree with this recommendation, on the broad ground that no such

* Prints of the Evidence and Proceedings are still extant, and contain much interesting information.

† Metropolis Water Act, 1852, section 1: "From and after the thirty-first day of August one thousand eight hundred and fifty-five it shall not be lawful for any Company supplying the Metropolis or any part thereof with water for domestic use except the Governor and Company of Chelsea Waterworks to take any water for such purpose from any part of the River Thames below Teddington Lock or from any part of any of the tributary rivers or streams of the River Thames below the highest point where the tide flows in such tributary rivers and streams respectively; and from and after the thirty-first day of August one thousand eight hundred and fifty-six it shall not be lawful for the said Governor and Company of Chelsea Waterworks to take any water for domestic use from any part of the River Thames below Teddington Lock."

responsibility on the part of Ministers of the Crown would be convenient or conducive to public advantage.

Proceedings in
Parliament,
1852.

There being no municipal authority for the Metropolis to whom the administration of the supply could be transferred, the Government proposed to leave the matter to the Companies, "under proper control." "The source of supply," he said, "should be under the inspection of the Government; the supply should be ample; means for filtering the water should be provided; the reservoirs should be covered; and the rate of charge should be under the control of Parliament."*

On the same day Mr. Mowatt moved for leave to bring in the Metropolis Water Supply and Drainage Bill (Hansard vol. 119, p. 221).

It will be remembered that only a few days after these Bills had been introduced Lord John Russell's Ministry was defeated on the Militia Bill and resigned.

Lord Derby's administration, equally convinced of the necessity of dealing with the subject, took up and proceeded with the Bill introduced by their predecessors which was placed under the pilotage of Lord John Manners who had succeeded Lord Seymour in the office of First Commissioner.†

Lord John Manners, however, stated (25th March) that Lord Derby's Government did not agree with their predecessors' policy as to the charges to be made for water; but it appears that he laid on the table a scale of charges to be fixed for the poorer classes of houses.

In addition to these Bills others were introduced by the Companies who had at last recognised that they must elect between suppression and the adoption of new sources of supply. The following table gives an epitome of the various Bills and their results.

Title of Bill.	Introduced by.	Result.
METROPOLIS WATER SUPPLY. To make provision respecting the Supply of Water to the Metropolis.	Lord Seymour Mr. Cornwall Lewis.	Royal Assent, 1st July, 1852. [The Metropolis Water Act, 1852.]
METROPOLIS WATER SUPPLY AND DRAINAGE. For vesting the Water Supply and Drainage of the Metropolis in Commissioners representing the Inhabitants thereof.	Mr. Mowatt. Mr. Lushington. Lord Dudley Stuart.	Not proceeded with. [Last entry in Journals H. C.:—Report from Examiner. Standing Orders complied with. 20th February, 1852.]

* See Hansard, vol. 119, p. 219.

† See Hansard, vol. 120, p. 76, and vol. 122, p. 590, and p. 839.

Title of Bill.	Introduced by.	Result.
CHELSEA WATERWORKS. For extending the Chelsea Waterworks, and for better supplying the City and Liberties of Westminster and parts adjacent with water.	Mr. Bramston Mr. Mangles.	Royal Assent, 30th June, 1852.
EAST LONDON WATERWORKS. For enabling the Company of Proprietors of the East London Waterworks to raise a further sum of money, and for other purposes.	Sir Edward Buxton. Mr. Alderman Copeland.	Royal Assent, 3rd May, 1852.
EAST LONDON WATERWORKS (AMENDMENT OF ACTS, &c.). For making divers provisions with respect to the East London Waterworks Company, for empowering that Company to execute additional works, and for other purposes.	Sir Edward Buxton. Mr. Alderman Copeland.	Royal Assent, 30th June, 1852.
GRAND JUNCTION WATERWORKS COMPANY. For enabling the Grand Junction Waterworks Company to obtain a supply of water from the Thames at Hampton, and to construct additional works, and for other purposes.	Sir William Clay. Lord Robert Grosvenor.	Royal Assent, 30th June, 1852.
LEE RIVER TRUST. For enabling the Trustees of the River Lee to obtain an additional Supply of Water; to alter and amend the Acts relating to the navigation of the River Lee; to provide funds for Improvements in the Navigation, and for other purposes.	Mr. Cowper. Sir Henry Meux. Mr. Halsey.	Withdrawn by the Promoters. Report 9th June, 1852, from Mr. Beckett's Committee on the Amalgamated Groups K and L of Private Bills (Metropolis Water Supply).
LONDON (WATFORD) SPRING WATER COMPANY. For supplying the Cities of London and Westminster and Suburbs, and other places with pure Spring Water.	Lord Robert Grosvenor. Mr. Cabbell.	25th June, 1852. Report from Mr. Beckett's Committee; That in the case of the London (Watford Spring Water Company) Bill the Committee had heard evidence in proof of the Preamble of the Bill and had also heard evidence in opposition thereto; but that they had not had sufficient time to complete the inquiry; and that the Committee had directed him to report the evidence taken before them to the House.

Title of Bill.	Introduced by.	Result.
NEW RIVER AND EAST LONDON WATERWORKS COMPANIES. For enabling the New River Company and the East London Waterworks Company to obtain an improved supply of Water from the River Lee, and to execute works, and for other purposes.	Sir John Johnstone. Mr. Alderman Copeland.	Withdrawn by the Promoters. [Report from Mr. Beckett's Committee, 9th June, 1852.]
NEW RIVER COMPANY (NEW WORKS, &c.) To enable the Governor and Company of the New River to alter and improve the course of their River, and to construct Reservoirs and other works.	Sir John Johnstone. Sir James Duke.	" "
NEW RIVER COMPANY (TO IMPROVE THE SUPPLY OF WATER, &c.) To enable the Governor and Company of the New River to improve their Supply of Water, and for other purposes.	Sir John Johnstone. Sir James Duke.	Royal Assent, 30th June, 1852.
SOUTHWARK AND VAUXHALL WATER COMPANY. For making divers Provisions with respect to the Southwark and Vauxhall Water Company, for empowering that Company to execute additional Works, and for other purposes.	Sir William Clay. Mr. Hutt.	Royal Assent, 30th June, 1852.
WEST MIDDLESEX WATERWORKS. For enabling the Company of Proprietors of the West Middlesex Waterworks to obtain by agreement a Supply of Water from the Thames above the reach of the tide; and to raise further Capital, and for other purposes. [Late Bill.]	Mr. Dodd. Lord Robert Grosvenor.	Royal Assent, 30th June, 1852.
WANDLE WATER AND SEWERAGE. For the better supplying with water certain parts of the Metropolis south of the Thames and Places adjacent.	Mr. Alcock. Mr. Alderman Humphery. Mr. Pigott.	Report from Mr. Beckett's Committee, 28th May, 1852:—The Committee had heard evidence in proof of the allegations contained in the Preamble of the Bill, when the parties promoting the Bill had asked permission to withdraw the same.

Effect of
Metropolis
Water Act,
1852.

The passing of the Metropolis Water Act, 1852, established beyond question the proposition that Parliament will extinguish the existing powers of the Thames Water Companies to take water from any part of the Thames so soon as the growth of population renders the water taken liable to suspicion as a potable water. Parliament in deference to public opinion absolutely cancelled all the privileges which had been conferred on the Chelsea, Grand Junction, Southwark and Vauxhall, and West Middlesex Companies to take water from the Thames, and forced the Companies to elect between extermination and the selection of new intakes at a part of the river then almost free from population.

Section 1 of the Act cancelling the power to take water from the existing sources has been already quoted (p. 14, foot-note).

Section 2 prohibits the Companies from using their existing reservoirs within five miles from St. Paul's Cathedral without their being roofed or covered.

Section 3 prohibits them from conducting water for domestic use within the Metropolis through open aqueducts.

Section 4 requires them to effectually filter water supplied for domestic use.

Section 5 prohibits resort to any new source of supply without the approval of the Board of Trade.

III. THE COMPANIES' LEGAL POSITION AS AFFECTED BY PARLIAMENTARY AND OTHER PROCEEDINGS SINCE 1852.

I have sought to place on record, at some length, notes relevant to the Parliamentary proceedings in and prior to 1852, because the history of this part of the question seems to be less commonly known at the present time than it deserves, and because (if the propositions I have suggested are correct) the present legal position of the Companies cannot be correctly appreciated without reference to it.

The later history contains much which is important, but which, as it is better known, can be more shortly dealt with.

During the last forty years efforts have been made by the Companies at various periods by applications to Parliament for further powers to strengthen and improve their legal position. These applications were watched with considerable care by the Metropolitan Board of Works from the time when that body first became in a position to discharge its legal functions—in the year 1856.

It is known that the Metropolitan Board of Works laboured in this matter under great disadvantages, owing to their anomalous position, their limited powers, and, ultimately (as it was decided), to their legal inability to resort, for the purpose of protecting the public, to the moneys under their control. Nevertheless petitions were from time to time presented by that Board against the Bills introduced by the several Companies, and the powers sought by the Companies were largely checked and restricted in consequence of the action of that Board in dealing with the Companies before Parliamentary Committees.

Concurrently with the applications made from time to time by the Water Companies, Bills were introduced indicating a strong opinion that a purer and more abundant supply of water ought to be obtained, and that the concessions of the Companies ought in some way to be terminated.

Between the years 1867 and 1877, several proposals for dealing with the matter were made in Parliament.

Metropolitan Water Supply.—A Bill to make better pro- 1867.

vision for facilitating and regulating the supply of water to the Metropolis and Metropolitan Districts.

Municipal Corporations (Metropolis).—A Bill for the establishment of Municipal Corporations within the Metropolis.

Water Supply.—A Bill to make better provision for facilitating the supply of water to the Metropolis and other towns and districts.

1868.

Water Supply.—A Bill to make better provision for facilitating and regulating the supply of pure water in cities, towns, and districts throughout the United Kingdom of Great Britain and Ireland.

1871.

Metropolis Water.—Bill to amend the Metropolis Water Act, 1852, and to make further provision for the due supply of water to the Metropolis and certain places in the neighbourhood thereof, passed as Metropolis Water Act, 1871.

1871.

Water Supply (London).—Motion, House of Commons, 24th May. That in the opinion of this House the water supplied to householders in London should be derived from pure sources and should be delivered on the constant system.

Rivers
Pollution
Commission.

In the year 1868 commissioners were appointed to inquire into the best means of preventing the pollution of rivers. The sixth report of this commission on the subject of the domestic water supply of Great Britain (presented to both Houses of Parliament in 1874) contains the following paragraph* :—

“We therefore recommend that the Thames should, as early as possible, be abandoned as a source of water for domestic use, and that the sanction of your Majesty’s Government be in future withheld from all schemes involving the expenditure of more capital for the supply of Thames water to London.”

Metropolis
Water Act,
1871.

The Metropolis Water Act, 1871, is one which has an important bearing on the subject.

The principal provisions of this Act comprise—

- i. Obligations imposed on the Companies to provide a constant supply of water.
- ii. The appointment of a water examiner by the Board of Trade to examine, analyse, and report upon the water supplied by the various Companies, whose remuneration was to be defrayed by the Companies.

Thus, while the Bills introduced into Parliament previously to 1871 constituted notice to the Companies of the dissatisfaction prevalent with the existing state of things, the Metropolis Water Act of 1871, still further limiting

* See page 429 of the Report.

their powers and placing upon them still further obligations, afforded further evidence that Parliament regarded their legal position as subject to modification.

Even after the passing of the Act of 1871, public opinion was in favour of further change, and pressure was brought to bear upon the Metropolitan Board of Works to deal with the subject.

Early in the year 1877 the Board directed their Committee of Works and General Purposes to consider the whole question, especially with reference to the advisability of introducing a Bill into Parliament to authorise the Board to purchase the interest of the Water Companies. They also, in view of the fact that a Select Committee of the House of Commons, presided over by Sir H. Selwin Ibbetson, was sitting to consider the question of the London Fire Brigade, directed their engineer (the late Sir J. Bazalgette) to report jointly with Sir F. Bramwell and Mr. Easton upon the best means of providing a sufficient supply of water for extinguishing fires and for other purposes, and on this Report being presented to them, they directed the Committee to include this question in their deliberations, and referred the Report of the engineers to them.

Proceedings
of the Metro-
politan Board
of Works,
1877-8.

The Committee reported to the Board on November 14th, 1878. In their Report the Committee said that they had arrived at the conclusion that, in order to meet the complaints which were made against the existing supply of water for drinking purposes, and to secure the necessary pressure and quantity for the extinction of fires, it was absolutely essential that there should be an additional and more satisfactory source of supply which no mere extension of existing works could secure, and that the project contained in the Report of the engineers was, in their opinion, well calculated to attain the desired objects. They also urged the necessity of presenting to Parliament a perfect scheme, dealing both with the purchase of the Water Companies' undertakings and the provision of a new supply. They recommended, with regard to the provisions of the Purchase Bill, that in the first instance a Bill should be introduced simply authorising the compulsory purchase of the Companies' interests for such a sum as might be agreed upon, or (in default of agreement) as might be awarded by arbitration.

The Board adopted the Report, and resolved to introduce the two Bills recommended by the Committee, but the resolutions were only carried by majorities of 17 to 13.*

* The two Bills were introduced under the titles of "The Metropolis Water Supply Bill, 1878," and "The Metropolis Waterworks (Purchase) Bill, 1878."

Appended to the Report of the Committee was the Report of the Board's engineers already alluded to. This Report pointed out the difficulty and costliness inherent in any plan for the provision of water from a new and absolutely pure source in sufficient quantity for all purposes, and at the same time at an elevation which should secure an adequate pressure for the purpose of extinguishing fires; and suggested that the water required for drinking purposes and the extinction of fires should be supplied separately from that required for other purposes.

The acquisition of the Companies' undertakings by the Board would be only the first step in the right direction. The next would be the acquisition of a new and pure source of supply: and in this connection the Report noticed the principle laid down by the Duke of Richmond's Commission, "that no town or district should be allowed to appropriate a source of supply which naturally and geographically belongs to a town or district nearer to such source, unless under special circumstances which warrant the appropriation," as constituting a grave difficulty in the way of procuring a supply for London from a distant source, e.g. in Wales or the Lake districts.* But, assuming that an adequate and pure supply were obtained, the fire question still would remain unsolved, unless the new supply were brought into London at a level which would give sufficient pressure for a proper fire service, which could only be done at an enormous cost. The Report then indicated the further expenses involved in any plan which contemplated utilising the existing machinery of water distribution for the delivery of water at the required pressure.

To meet the requirements of the fire service, the system of pipeage throughout the Metropolis must be revised at a heavy cost, and the water supplying the mains must be pumped to a height of from 350 feet to 400 feet above the Thames.

The Report pointed out that the statutory obligations of the Water Companies as to the pressure to be maintained were very various, and in many cases the pressure given was extremely small: in no case was anything approaching adequate pressure given: one of the largest Companies was only obliged to give a pressure of 40 feet above the pavement.

The expense of extra pumping necessary to raise the water of the several Companies from their present statutory

* The Duke of Richmond's Commission also reported "That when any town or district is supplied by a line or conduit from a distance, provision ought to be made for the supply of all places along such line." (Report of Royal Commission on Water Supply, 1869, p. cxxviii.)

height to the required height of from 350 to 400 feet would, according to the evidence of Mr. Muir, the engineer of the New River Company, which the Report adopted, amount to £150,000 a year. Further, entirely new house-fittings and pipes would be required, the existing pipes not being constructed to resist a pressure of anything approaching to 350 feet or 400 feet. This expense was estimated by Mr. Muir at £8 per house, and this the Report stated to be correct.

In view of all these difficulties, the engineers concluded that the only practical way in which London could have a supply of pure drinkable water, and also a supply delivered at a pressure sufficient for the extinction of fires, was by separating the water for drinking purposes and fire service from that used for all other purposes, and the scheme submitted in that Report was based upon that principle.

The authors of the Report estimated that though the average daily supply of water per head to London was 30 gallons, yet of that only 2 gallons per head was really used for drinking and cooking, or, say, 8,000,000 gallons per day for the whole population. Further, from evidence given before Sir H. Selwin Ibbetson's Committee it appeared that the amount required for extinguishing fires was not on the average more than $\frac{1}{4}$ per cent. of the total supply, or, say, about 300,000 gallons per day,* making the total amount required for drinking, culinary and fire purposes less than 8,500,000 a day. The Report, however, based its calculations upon a quantity of 16,000,000 gallons a day to allow for increase of population and provide for other contingencies. It was assumed that there would be no difficulty in procuring from the country surrounding London the 16 millions of gallons, or even if necessary 32,000,000 gallons daily of the best possible water for drinking and culinary purposes. This assumption is based on the Report of the Duke of Richmond's Commission.† The Report proposed to supply this pure spring water, under high pressure, for potable purposes to every house and to use the same mains, water and pressure for the service of the hydrant jets to extinguish fire. To carry this out it was proposed to construct reservoirs on the high ground on the north and south of London at a height of 400 feet above Ordnance datum, to be supplied by pumping engines drawing their supply of spring water from wells and borings in the great water-bearing strata of the country districts round London. The reservoirs were to be capable of holding 32,000,000 gallons, equal to about four

* Report and Evidence on Metropolitan Fire Brigade, House of Commons, 1877, p. 256.

† Royal Commission on Water Supply, 1869, Report, p. cxxvi.

days' consumption. From each of them would proceed sets of arterial mains which would be carried across the river, traverse the Metropolis, and would be coupled up so as to place all the reservoirs in communication, and thus equalise the pressure throughout. From these arterial mains supply mains would be laid along the streets, and be constantly charged with pure spring water under high pressure for drinking purposes to each house; the same mains, water and pressure would also be used for the service of the hydrant jets to extinguish fires. The supply mains would be laid under the footway at each side of the road, by which means the mains and the hydrants (for which the best position is at the footway) would be cheaply connected, and the existing pipes and the paving of the road and its traffic would be interfered with to the least possible extent. This position would, it was said, be also the most convenient and economical for the purpose of making the connection with the houses for the supply of drinking water. For this purpose it was proposed to fix in the basement of each house an air-tight pressure receiver holding from 2 to 10 gallons, according to the size of the house, that the receiver should only have one draw-off tap, and that when emptied it should be gradually and automatically refilled.

The estimated cost of the necessary works was £5,500,000, the interest on which at $3\frac{1}{2}$ per cent. amounts to £192,500, and the annual cost of pumping, including management and depreciation, was put at £32,500, making a total annual charge of £225,000. On the other hand, the Report pointed out that, as contrasted with the annual outlay that must be made to render the existing water supply adequate simply for the extinction of fires by means of hydrant jets, without in any way solving the question of the supply of drinking water, the plan now proposed would effect a saving of the following items:—

	Per annum.
(1) In contemplated extension of Fire Brigade . . .	£50,000
(2) In reduction . . .	10,000
(3) In interest on cost of £8 per house for altered fittings (estimated at £3,600,000), interest at $3\frac{1}{2}$ per cent. . .	126,000
(4) In extra pumping . . .	150,000
(5) In interest on cost of hydrants attached to old mains (estimated at £750,000), interest at $3\frac{1}{2}$ per cent. . .	26,250
Total . . .	£362,250
Deduct estimated annual charge on Scheme of the Engineers to the Board . . .	225,000
Balance in favour of Engineers' scheme . . .	£137,250

Reference may here be made to the Report of Sir H. Selwin Ibbetson's Committee on the Metropolitan Fire

Brigade (July 17, 1877), which, after giving statistics which showed that the expenditure of London on the extinguishing of fires (taking it per thousand of the population) was not half that of Paris, not one-tenth that of New York, and about one-ninth that of Chicago, and pointing out that the Fire Brigade could not cope indefinitely with the increased demand upon them arising from the increase of London, made certain recommendations which may be summarily stated thus:—

1. Doubling the limits of the rating powers for fire purposes, thus adding nearly £50,000 to the income of the Fire Brigade.

2. Hydrants to be fitted wherever a constant supply of water was already provided, and to be extended with the extension of the constant supply.

3. Consolidation of the water supply in the hands of a public authority, which, in dealing with the questions of constant supply, pipeage and pressure, should be bound to have regard not only to the convenience of the consumer, but to the requirements for the extinction of fire.

In conclusion, the Report states that “effect should be given by the Legislature to these recommendations.”

The scheme of the Board's Engineers was much discussed in London, where it was on the whole well received. There was, however, a certain amount of criticism, practically directed to two points: the sufficiency of the proposed source of supply, and the cost of the undertaking, in connection with which the estimates of the Engineers were doubted.

The subsequent history of the Bills of 1878 admits of being briefly stated. Considerable hostility to the New Supply Bill had for some time existed amongst a strong minority of the Board: this finally found expression in an attempt made to rescind so much of the resolutions of the Board of the 14th November, 1877, as related to the New Supply Bill, which was only defeated by three votes, the numbers being twenty to twenty-three. This occurred on the 23rd November. At the Board's meeting on December 7th the drafts of the two Bills, as finally settled, were laid before the Board. The preamble of the New Supply Bill and its several clauses were then approved, and the Common Seal of the Board affixed to the Petition to the House of Commons for leave to introduce the Bill. In each division there was however a large minority who were hostile to the Bill.

Strong opposition arose from many quarters to the New Supply Bill. An influential deputation from the vestries Strong
opposition to
plan of 1878.

and district boards of London, and subsequently these bodies almost unanimously condemned the Bill. It was also opposed by local bodies outside the metropolitan area, by conservators of rivers, canal companies, mill-owners, and landowners in the districts round London.

The grounds upon which the various opponents of the Bill rested their opposition were, as appears from the petitions (forty-eight in number) lodged against the Bill, from reports of public meetings, resolutions of public bodies and otherwise, very numerous.

It was alleged that the Companies' mains were adequate for supplying water at the requisite pressure, and that the Board's Engineers had very much exaggerated the cost of altering the house fittings to meet the increased pressure; and that this outlay would be recouped by the saving on concentration, resulting upon the amalgamation or purchase of the Companies' undertakings. The estimates of the Board's Engineers were declared to be incorrect and inadequate. The scheme was alleged to be inefficacious, unnecessary, and not desired by the consumer, and one upon the introduction of which the Board was itself almost equally divided.

The Companies alleged that it violated the understanding under which they asserted that they were free from competition in their districts; that competition was not in the interest of the consumer; that a public body supported by rates should not be allowed to compete with private enterprises; they also denied that their supply was impure and inadequate, and claimed in any case to be allowed to improve their supply by rendering it constant throughout (which they averred they had to a large extent done already), and by introducing the hydrant system. They further quoted the Duke of Richmond's Commission, and Mr. Ayrton's Committee of 1867,* to controvert the alleged adequacy of the chalk supply, to establish the purity of the water supplied by the New River and East London Companies, the suitability of the Thames, when properly treated, as a source for the supply of water for drinking purposes, and, in fact, to prove that the existing sources of supply were, and long would be, good and abundant.

The Duke of Richmond's Commission had reported in 1869† their opinion: "That a probable increase of population to 4,500,000 or 5,000,000 may have to be provided for, though we believe that the time for such an extended provision will be very remote," and had also expressed the

* Select Committee on the East London Water Bills, &c., House of Commons, 1867.

† Report of Royal Commission on Water Supply, 9th June, 1869, p. cxxvii.

opinion "That when efficient measures are adopted for excluding the sewage and other pollutions from the Thames and Lee and their tributaries, and for ensuring perfect filtration, water taken from the present sources will be perfectly wholesome, and of suitable quality for the supply of the Metropolis."

The Metropolitan Board of Works, however, had come to the conclusion in the year 1877 that the population anticipated by the Duke of Richmond's Commission had been under-estimated, an opinion which subsequent events has justified, and also that the recommendations of the Sixth Report of the Rivers Pollution Commission (1874), as to the abandonment of the Thames and Lee for potable purposes, should be adopted and acted upon.

I have reproduced below and on the following pages some extracts from the petitions presented to Parliament by the Water Companies against the New Supply Bill of 1878. These allegations (which were made under the respective seals of the Companies, and with the view of being supported by evidence before a Committee of the House of Commons) are in striking contrast to the present suggestions made on their behalf that their supplies can be supplemented by water derived from wells.

Extracts from
petitions
against New
Supply Bill
of 1878.

The following are the extracts :—

Extract from petition of the Chelsea Company.

"35. That the scheme proposed to be authorised by the said Bill is further objectionable, inasmuch as it is quite uncertain as to the extent or quality of the water which may be obtained at any of the said pumping stations, and further, that as to all or most of the stations selected, the result of the operations of the Metropolitan Board of Works in drawing water from the lower strata would be *to affect and indeed dry up all the wells, both public and private, within a considerable distance of such pumping stations* respectively, and further *to materially reduce and damage the flow of the rivers* in the immediate districts of the said stations, to the great damage of the riparian owners and occupiers on such streams and of the districts generally through which such rivers respectively flow."

Extract from petition of the Kent Company.

"31. The Metropolitan Board of Works propose to sink two wells in the district of your Petitioners, and to pump as much water as the Board think fit and may be able to obtain from the gathering grounds feeding your Petitioners' authorised sources of supply.

"32. Your Petitioners are advised that the supply of water obtainable from the chalk watershed of their district cannot be estimated as being more than will suffice to meet the large and rapidly increasing requirements of the population, and it would be an act of injustice to your Petitioners and also to the inhabitants if any serious interference of the kind contemplated by the Board should be permitted.

"33. The Metropolitan Board of Works propose to establish in all six pumping stations, two of which are to be within the district of your Petitioners, and should the supply of water from any of the other proposed wells fail, your Petitioners are assured that an *increased draught on the water in the chalk watershed* of their district adequate to meet the requirements of the Metropolis *would entirely exhaust the supply for the inhabitants of the district*, and prevent your Petitioners from fulfilling their statutory obligations."

Extract from petition of the Lambeth Company.

"28. That the expectation of the Board of getting a sufficient supply of water, even for the limited purposes indicated from the said wells, is founded upon a very erroneous calculation; underground waters are very uncertain in their yield, and depend upon conditions rendering it impossible to judge what may be the result of the wells if sunk as proposed.

"29. That even if water sufficient for the purposes of the Bill could be at first found and taken, the said proposed wells would not only be detrimental to other wells sunk by the public generally, but the proposed wells would themselves be subject to be drawn from and rendered insufficient by other wells which may at any time be sunk within a certain distance. And, moreover, the water which the Board may obtain from the proposed wells would be at the expense of rivers and streams which are fed from the same underground waters, and so great injury would be caused to millowners and other parties as to counterbalance any public benefit that could arise from the making and use of the proposed wells.

"30. That, moreover, experience has shown, and evidence can be adduced to show, that water derived from wells sunk in the chalk and other strata has not been found to be of a pure and uncontaminated character."

Extract from petition of the New River Company.

“34. Your Petitioners beg to quote and to express their concurrence in the opinion of the Royal Commissioners on water supply in their Report of 1869 in which they state :—

“We do not agree with those who expect to get an almost unlimited increase of water by simply tapping the natural reservoirs of the chalk, for the supply to them must obviously be limited by the amount of rainfall; moreover, as the water which penetrates into the reservoirs, raising the water line more or less above the level of the adjoining valleys, ultimately in greater part finds its way by springs into streams at the lower level of the district, any water drawn from the store by artificial means will most probably be at the expense of those streams. If this be true, it follows that any water obtained by tapping the chalk reservoirs that feed either the River Lee or the Thames above Hampton would only, pro tanto, diminish these streams, and would therefore be little or nothing gained to the general supply.”

Extract from petition of the Southwark and Vauxhall Water Company.

“16. That the works proposed by the Board are not well designed for the purpose intended, and if executed would be inefficient; that the quantity of water to be procured thereby is uncertain and unreliable.”

The following paragraphs occur in other petitions presented against the same Bill, and are reproduced as indicating the class of objections which would have to be faced by the promoters of any Bill seeking to abstract water from the chalk :—

From the petition of the Local Board of Health for the District of Epsom.

“10. The shaft, or well, and works proposed to be sunk, constructed, and made within the said district, is situate only about a mile and a half from the pumping station of your Petitioners' waterworks, and in the same bed of chalk from which the supply of water by your Petitioners is obtained.

“12. The water in the wells of your Petitioners forming the source of their water supply from time to time sinks to so low a level as not to allow the pumps of your Petitioners to be freely used, and your Petitioners are now carrying on

boring works to obtain a more plentiful supply of water; and your Petitioners are advised and believe that the works contemplated to be constructed and performed by the said Metropolitan Board within the said district will not only interfere with the present supply of water to your Petitioners' wells, but will cause such supply to cease altogether, and your Petitioners' waterworks and plant will become useless."

From the petition of the Uxbridge District Local Board of Health.

"10. Under the power of purchasing land by agreement, which by the said Bill is proposed to be conferred on the Metropolitan Board, it will be possible for that Board to acquire land immediately or nearly adjoining your Petitioners' waterworks for the purposes of the said Bill, and your Petitioners are advised that if wells or a well be sunk in such adjoining land to a greater depth than the wells of your Petitioners, the present supply of the last-mentioned wells will not only be interfered with, but cease altogether, and your Petitioners' waterworks will become useless.

"11. Such present supply of water is not more than adequate for the domestic and other requirements of your Petitioners' district, and is absolutely essential for the health and comfort of the inhabitants thereof, as the population of the said district is daily increasing, and they have no other sufficient source of supply."

From the petition of the Sutton District Water Company.

"5. The water which your Petitioners so obtain is found in a stratum of chalk which extends continuously to and beyond the site of the pumping station (C) to be authorised by the Bill. In connection with such intended pumping station the Board must necessarily sink one or more deep wells into the stratum of chalk above mentioned, and the effect of their so doing and of pumping from such well or wells the enormous quantity of water which will be required for carrying out the objects of the Bill will be, as your Petitioners are advised, to lower the water level in the stratum generally, and so greatly to diminish the quantity of water obtainable by your Petitioners from their well above mentioned, if not altogether to exhaust the same. Your Petitioners would thus be prevented from carrying into effect the objects and purposes for which they have been incorporated by Parliament."

From the petition of Owners, Lessees, and Occupiers of Mills, &c., on or near the Rivers Hogs Mill, Wandle, Mole, or their tributaries, &c.

"5. That the springs and streams on or from the lands shown on the deposited plans and described in the deposited books of reference, and parts adjacent, now flow directly or percolate through the soil into the said rivers and their tributaries. That the power sought by the Bill to sink deep wells and pump up waters therefrom to supply the Metropolis would abstract such waters from their present sources, diminish the supply of water to the said rivers and their tributaries, and thereby obstruct your Petitioners in their business operations, and depreciate the lands through or from which the said springs and streams now flow.

"6. That the quantity of water required for the objects proposed by the Bill would be enormous, and would of necessity year by year continually increase; and the abstraction of so large a quantity from these sources would in a very short time deprive your Petitioners of all those advantages which they at present possess, and upon which many of them are entirely dependent for carrying on their business operations."

The extracts given above are merely samples of the objections which were repeated in various forms by the petitions of nearly all the important and influential public bodies, Companies, and groups of landowners in the neighbouring counties. It must be remembered that the proposal which provoked this outcry involved the appropriation of 8,000,000, or—at the highest estimate for the future—16,000,000, gallons of water a day, and that at that time the county interests had not the powerful protection of the Councils. The fifteen years which have elapsed have largely increased the populations dependent upon the water in question, the opposing interests have become better represented and more powerful, while it has become obvious that if the water from these sources were to be substituted for that of the rivers a very much larger demand must be made on the resources of the districts than was contemplated in 1878. The opposition which any such proposal would now encounter must therefore be more justly formidable than that which was revealed to the former scheme.

The progress of the two Bills in Parliament was much retarded by the state of public business; and having regard to the serious nature of the opposition called forth by the New Supply Bill, and to the late period of the Session at which the Bills would reach the Committee stage, the Board, on the 10th May, 1878, finally decided to abandon

Ultimate fate
of the Bills
of 1878.

them for that Session, and they were withdrawn accordingly, though not before the New Supply Bill had been read a second time on 30th January, 1878, the House of Commons thus affirming the possibility and desirability of a supply from a new source distributed by a separate system of pipes and mains, for drinking purposes and the extinction of fires.

The Thames
Conservancy
Act, 1878.

The Thames Conservancy Bill of 1878 was nominally opposed by the Water Companies. They petitioned against the Bill in the House of Commons, where it was referred to a Committee of which Sir Hussey Vivian was Chairman. The Water Companies, as well as the Thames Valley Drainage Commissioners, appeared as petitioners against the Bill; but it was clear throughout the proceedings from the course adopted by the Water Companies that they were really concerned in its passing, and although they made some protest against a statement contained in the preamble that they were "willing" to make increased payments, this protest was ultimately withdrawn.*

The conclusion of the proceedings before Sir Hussey Vivian's Committee deserve record.

The Bill as introduced and as read a second time in the House of Commons was confined (as regards the Water Companies) to a clause requiring them to make the additional payments; but it appears from what took place before the Committee on the last day that private negotiations between the Conservators and the Companies had been meanwhile in progress as to giving the Companies an extra 10,000,000 gallons a day in consideration of increased payments.

After the preamble of the Bill had been passed and the clauses were being proceeded with, the following conversation occurred (all parties concerned having in the meantime left the Committee-room) when the formal business of passing the clauses was taking place:—

Extract from
Proceedings.

Mr. WYATT (agent for the Bill): "I must take the opinion of the Committee on one matter; that is, as to a clause to give the Companies an extra quantity of water. Sir Edmund Beckett said that the Conservators were prepared to give them an extra 10,000,000 gallons a day, but no mention of that has been made in the discussion. The Waterworks Companies are not here now, and after what has taken place of course they will not intimate their desire upon the subject. Still, I considered it my duty, our Counsel having mentioned

* This Act is further discussed, *infra*, p. 73.

the subject, to remind the Committee that he made such an offer.

Mr. J. C. STEVENSON (M.P. for South Shields and Member of Committee): They do not take up the quantity they are allowed to take now.

Mr. WYATT: No, they only take half the quantity.

The CHAIRMAN (Mr. Hussey Vivian): *You gave no evidence with regard to taking that extra quantity out of the river.*

Mr. WYATT: No, it was not questioned at all; but Sir Edmund Beckett mentioned that we should be prepared to give the Water Companies that extra quantity. *Lord Redesdale thought that we would be too bountiful to the Companies in giving them that quantity.*

The CHAIRMAN: The question is whether, *if you intended to insert in your Act a provision to take that extra quantity from the river, you ought not to have given us evidence supporting the desirability of taking it.*

Mr. WYATT: It would rather have rested with the Water Companies to show that it was necessary. In their memorandum to the Board of Trade one of the considerations was that they should be at liberty to take an additional quantity of water.

The CHAIRMAN: It might be said that you were dealing rather too freely with that water, of which you are the Conservators, and I think before inserting such a provision the Committee would like to have evidence that you would not damage the Thames by taking that extra quantity of water from it.

Mr. WYATT: I have no desire to put it in.

The CHAIRMAN: There has been no evidence upon it. It might be that the abstracting of this additional quantity of water might diminish the flow of the water below the point at which the Water Companies take their water to so great an extent as to render the river unnavigable, for instance; and it might be objected that we had inserted a clause without any evidence as to the desirability or otherwise of abstracting that additional quantity of water."

The clauses were then proceeded with, and the Bill passed without any clause of the kind suggested being allowed by the Committee.

A further attempt was apparently made to induce the authorities in the House of Lords to admit clauses with this object; but no doubt the objection entertained to them by Lord Redesdale as referred to in the extract above quoted was maintained.

The clause, however, as to powers of intersale,* was inserted by arrangement between the Thames Conservancy and the Companies whilst the Bill was pending in the House of Lords. But the Conservancy Board were also required by the authorities in that House to insert the clause, now 21 of the Act,† which provides that “nothing in the Act shall “lessen or diminish the obligation or duty of the Conservators “to preserve and maintain the purity of the waters of the “Thames and its tributaries.” It appears, therefore, as far as can be gathered from these proceedings, that the Conservancy Board and the Companies, not venturing in 1878 to submit definitely to Parliament their proposal for further abstraction of water, endeavoured to get the power introduced *sub silentio*, at a late period of the Parliamentary Session; but that they were foiled in this attempt. So far as the House of Commons was concerned, little notice was given of the clause as to intersale agreements. It was presented to the House of Commons for the first time (and this notwithstanding what had passed before Sir H. Vivian’s Committee) as a formal matter as a “Lords’ amendment to be agreed to,” amongst a considerable series of similar amendments to other Private Bills, near the close of the Parliamentary Session, on the 22nd July, 1878.

1879.

Mr. Fawcett’s
motion.

Towards the end of the Session of 1879, the subject of the Metropolitan Water Supply was again brought before the House of Commons, upon a motion by the late Mr. Fawcett. The motion, which sought to induce the House to express an opinion that the subject was one which ought without further delay to be dealt with by the Government, was not pressed to a division, Mr. Secretary Cross having given satisfactory assurances that the Government would fully investigate the question.

Most of the Members of the House who took part in this debate (with the exception of those representing the interests of the Water Companies) concurred in these propositions: (1) That the quality of the water supplied was uncertain and in some cases bad. (2) That the mode of supply was radically defective. (3) That the price paid for impure water and a bad mode of supply was excessive. Considerable difference of opinion, however, appeared to prevail as to the gravity of these evils, as to the degree of culpability attaching to the Companies, and as to the effectiveness of the remedy proposed. On the important question whether the Thames and Lee were a source of supply suitable, or capable of being rendered suitable, for drinking purposes, or whether some new source of supply

* Appendix C, p. 88.

† Appendix C, p. 88.

must be resorted to, opinions were very widely divergent, a state of things resulting from the conflicting reports of Commissions, Select Committees, and scientific experts. It was generally agreed that the only cure lay in a consolidation of the Companies under one authority, administering the supply not so much for profit as for the public advantage, Mr. Fawcett suggesting the creation of a public Water Commission in the absence of any central municipal body.

It was further pointed out that the inflated market value of the Companies' stock was due to large dividends derived from charges which it was never intended they should be able to exact, and also probably from the division of large sums as dividend which should have been expended on improving their supply or devoted to forming a reserve fund, and that it would be unjust to saddle the public with the cost of purchase at a price based on a market value to which the Companies' undertakings never ought to have attained.

The next historical matter to be dealt with is the procedure of the Metropolitan Board of Works in the year 1880. The Bill introduced by Mr. Cross was brought to an end by the dissolution in the spring of that year. The general scheme of this Bill was—

Proceedings
of 1880.
Mr. Smith's
provisional
agreement—
Mr. Cross's
Bill.

The constitution of a Water Trust.

The purchase of the Companies' undertakings on terms which were set out in the Schedule to the Bill, and which had been provisionally arrived at under agreements made with the various Water Companies by Mr. E. J. Smith on behalf of the Government.

In the new Parliament * the agreements were referred to a powerful and representative Committee, nominated as follows :—

Secretary, Sir William Harcourt.

Sir James McGarel-Hogg.

Mr. Chamberlain.

Sir Richard Cross.

Mr. Alderman Lawrence.

Mr. Brand.

Mr. Pemberton.

Mr. Caine.

Baron Henry de Worms.

Mr. Firth.

Sir Gabriel Goldney.

Lord George Hamilton.

Mr. Thorold Rogers.

Mr. Selater-Booth.

Mr. John Holms.

Mr. Hubbard.

Mr. Maurice Brooks.

* The New Parliament met on the 29th April, 1880.

On the 4th June a Select Committee was appointed by the House of Commons "To inquire and report as to the expediency of acquiring on behalf of the inhabitants of London the Undertakings of the existing Metropolitan

Mr. Smith defended his proposals before this Committee with remarkable ability in the course of a minute and detailed examination which extended over some seven days. But, after a long and exhaustive inquiry, the Committee issued a Report, from which the following passages are extracted:—

Report of
Committee.

“1. That it is expedient that the supply of water to the Metropolis should be placed under the control of some Public Body, which shall represent the interests and command the confidence of the water consumers.

* * * * *

“3. That, in order to effect the above-mentioned objects, a Water Authority for the Metropolis should be created with statutory powers which will enable such body to acquire and utilise, so far as may be deemed expedient, existing sources of supply, and to have recourse to such other sources of supply as, upon investigation, may prove to be available and desirable.

* * * * *

“5. That for certain purposes, at least, it would be desirable to acquire the undertakings of the existing Companies, if the same could be obtained upon fair and reasonable terms.

“6. Your Committee have investigated the terms negotiated for such a purchase in the agreements referred to them, which were provisionally concluded between the Metropolitan Water Companies and Mr. E. J. Smith.

* * * * *

“In the investigation before your Committee, the Corporation of London and the Metropolitan Board of Works have taken part. Those two bodies, on behalf of the water consumers, whom they may be taken to represent, have declared to your Committee their opinion that the terms contained in these agreements do not furnish a satisfactory or admissible basis of purchase; and in that opinion your Committee concur.

“7. In the Resolution communicated to your Committee by the Corporation of London, it was stated that the price agreed to be paid under the agreements

Water Companies; and also to examine and report whether certain Agreements or any of them already entered into provisionally for the Purchase of these Companies would furnish a satisfactory basis for such an acquisition; and further to inquire and report as to the nature and extent of the powers of the Water Companies to levy Water Rates and Rents, and how far it may be desirable to modify the same.”

to the Water Companies was nearly nine millions in excess of the market value of the property at a period immediately previous to the commencement of the negotiation. As a general rule, the market value of stocks of this description affords the best estimate, not only of the present, but of the prospective value of the commodity. The expectation of future improvements is an element which always enters into the consideration of the market value. It was, indeed, suggested that, in the case of the Water Companies, their affairs were not sufficiently well known to the public to enable a complete judgment of their value to be formed, and that their future expectations were not sufficiently estimated. But during the past six months, every possible light has been cast upon their affairs, and yet their market value is, at the present time, with a complete knowledge of their condition, still some millions below the price which was payable under these agreements. The value of the shares rose immensely on the disclosure of the terms of the agreements; they fell as soon as it was considered doubtful whether the agreements would be sanctioned; but at no time did they ever rise to the full value which would have been due to them if the agreements had been carried into effect. It is obvious, therefore, that the judgment of the public, as evidenced by the market price, coincides with the opinion of the Corporation of London and the Metropolitan Board, viz., that the price offered in the agreements is greatly beyond the estimated value of the property.

* * * * *

“9. Without pronouncing an opinion on the legal point, your Committee must observe, that if the contention of the Companies is well founded, the population of the Metropolis and its suburbs, amounting to four millions of people, would be left at the mercy of certain trading Companies, armed with the power of raising the price of one of the first necessities of life to an extent, practically, without any limit; a situation from which the Companies seem to consider there is no escape, except in the purchase of their undertakings at such a price as they may be willing to accept. If that were the only remedy, the consequences to the consumer of the improvident legislation of the past would be indeed intolerable. *But Parliament is not unequal to redress such mischiefs to the public interests.*

* * * * *

“10. Your Committee have not had before them any specific scheme for an independent supply of water,

and general speculations on the subject are of little value without detailed plans of the sources from which it is to be derived, and the cost of carrying it into effect. But your Committee would observe that the total cost of the existing water supply to the Metropolis has not much exceeded twelve millions, a considerable portion of which sum may be attributed to works which have become useless or have been reduplicated. And it would become the duty of the Water Authority, when constituted, carefully to consider, with the professional assistance which will be at their disposal, whether a new and better supply could not be obtained at a cost greatly less than the sum which would have had to be paid under the agreements for the existing supply.

“11. In the constitution of the Water Authority your Committee would recommend that that Body should be intrusted with the largest discretion as to the best method of dealing with the water supply of the Metropolis. Various courses might be adopted. It would be possible to proceed by regulation of the powers of the existing Companies, as in the case of the gas supply; or by the introduction of an independent water supply; or by the purchase of the existing undertakings. It would be the duty of the Water Authority maturely to examine which of these schemes, separately or in combination, would be most advantageous to the public. In order to give effect to any of them, further statutory authority would be necessary, so that the judgment of Parliament on any scheme adopted by the Water Authority would be finally reserved.”

General observations on cost of London Waterworks.

The Waterworks of London ought to have been and probably have been much less costly than those of many of the provincial towns, because instead of purchasing the water for supply or providing extensive compensation works, the Companies have been permitted to use the waters of the Thames without any payment to those who are entitled to their use, and without being placed under obligation to provide any compensation; but although many of their works have become from time to time obsolete, and although a great part of their distributing mains and pipes have been laid so long as to be in process of wearing out, the Companies have never made any deductions in respect of depreciation or made any provision out of their revenue for renewals. And although there does not appear to be any legal obligation upon them to make any allowance or provision, on the

other hand they have no right to estimate the value of their undertakings on the basis of high dividends artificially maintained out of capital sunk in works obsolete and unproductive.

It was of these agreements of 1880 that Professor Thorold Rogers incidentally wrote the following characteristic sentence :—

“And then where are you to get your valuer? Is it to be a gentleman like Mr. E. Smith, who valued plant for us as though it were as indestructible as matter, and wanted us to give this actuarial value with other items for property that was not worth 15 years' purchase at best?”*

* “The Economic Interpretation of History,” J. E. Thorold Rogers, 1888, p. 513.

IV. THE GENERAL POSITION OF THE LONDON AS COMPARED WITH THAT OF PROVINCIAL COMPANIES.

I do not think there is any other part of the United Kingdom in which the powers and privileges of a series of Water Companies have been declared by Parliament subject to control and limitation, as in the case of the London Companies in 1852 and 1871.

It has been usual in discussions before Parliamentary Committees and otherwise for the advocates of the London Water Companies to refer to the position of the Water Companies of other towns and the course of legislation with respect to them in support of a contention that the London Companies possess a *quasi* monopoly, and it has been frequently argued that they may rely on some sort of Parliamentary guarantee against any alteration of their legal position. Arguments which have been used in reference to other towns, and to Companies supplying other towns, and the legislation consequent thereon, have been appealed to as if they were conclusive in reference to the London Companies and had established certain definite principles which must for all time govern any dealings with them. Each, however, of the cases referred to will be found on examination to have its own special peculiarities. A complete and accurate examination of the facts of these cases would show how little analogous they are to those of London; and the conclusions sought to be derived from them only possess force before Parliamentary Committees because of the absolute impossibility of reviewing all the peculiar circumstances, and of comparing them with those which prevail in London. Any such inquiry would be beyond the scope of this paper, nor indeed is it relevant to the question under consideration, except in so far as it bears upon the question of the permanency of the power of the London Water Companies to derive water from their present sources, and to remain in other respects in the legal position in which they at present stand; but it should be noted that the London Companies have express Parliamentary warning that their powers and privileges are liable to termination and alteration, not only in the points already

noted, but in others. They have had notice that their powers of supply from their present sources may be taken from them, that their whole system of supply may be modified by Parliament in the public interest, that they may be compelled to adopt expensive works, and to employ expensive processes in order that the water supplied by them may be improved. And by the Water Rate Definition Act of 1885, they have been taught that their revenue, and the amount of charge which they may make is subject to alteration and diminution by Parliament.* Moreover, the London Companies have been warned by the emphatic declaration of the governing bodies of London (endorsed by the opinion of the House of Commons in 1880) that it would only be desirable that the London Water Authority should acquire their undertakings *for certain purposes* and that only *if the same can be obtained upon fair and reasonable terms*. Any such agreement as proposed in 1880 has been definitely rejected both by London and Parliament, while special and emphatic declarations of various kinds made in the House of Commons tend to the same conclusion. The Companies, however, have chosen to disregard these warnings, but it is desirable that they should be on record with a view to careful consideration when the time for final settlement of the Water question arrives.

Thus, whatever may be the legal position of any particular provincial Water Company, or of all provincial Water Companies in respect of the continued enjoyment of privileges existing at any time, the case of the London Water Companies differs in almost every particular, and in every point of importance it has been shown that the legal position of the London Water Companies at any time is clearly subject to complete and vital alteration at the hands of Parliament.

Nor does it seem to make any difference to this argument that the effect of some of these enactments may have fallen short of the intention with which they were passed, and that the ingenuity of the Companies has been able in one way or another so to work them that they have not been prejudicial to them.

* This Act (48 & 49 Vict. c. 34) applied only to the Companies supplying within the Metropolitan area, and contained an express provision to the effect that the basis of charge should be the "rateable value" of the premises supplied "as settled from time to time by the local authority," instead of the "annual value," as under the previously existing enactments.

V. CAUSES OF THE REMOVAL OF THE COMPANIES' INTAKES (1848 to 1853).

Companies
forced to
abandon their
sources of
supply.

It has been suggested in an earlier part of this paper that too much reliance cannot be safely placed in the legal powers of the Companies to derive water from the River Thames whatever the extent of those powers may be.

It has been stated that Parliament in 1852 cancelled the then existing powers of the Water Companies because of the suspicion attaching to them as suitable sources of water supply, and it has been argued that should the present sources of supply either be now or become in the future suspicious, Parliament may again prohibit their further utilisation in the same manner as in the year 1852.

But on the other hand it has been repeated that the Water Companies have always been the "useful servants of the London Public" and have abandoned their old and sought new sources of supply in deference to what they considered the requirements of the population supplied.

It has, I think, been denied that the water of the London Companies was in any degree concerned in the dissemination of disease, while it has been stated that with prudence and foresight the Companies have anticipated any deterioration in their sources of supply by moving further afield even before necessity actually required it.

But for this any further reference to the history of the cholera epidemics would have seemed superfluous. It may however be relevant to repeat some of the facts of this time, which the Water Companies have ignored and the public in a great measure forgotten, to show how strong was the opinion then prevalent in London that the sources of water supply then existing were open to suspicion.

Cholera visited England in the years 1831-32, 1848-49, Cholera. 1853-1854, and 1866, with approximately the following results:—

ENGLAND AND WALES.*

Year.	Deaths from Cholera.	Deaths from Cholera per 10,000.	Population.
(¹) 1831	No registration of causes of death existed. But deaths of 52,547 persons in the United Kingdom were reported to the Board of Health.		
(²) 1849	53,293	30	(1851) 17,927,609†
(²) 1854	20,097	11	(1861) 20,066,224
(²) 1866	14,378	7	

LONDON.

Year.	Deaths from Cholera.	Deaths from Cholera per 10,000.	Population.
(³) 1849	14,137	62	(1851) 2,362,236
(⁴) 1st July, 1853 to 31st Dec. 1854 }	11,661	46	
(⁵) 1854	10,738	43	(1861) 2,803,989
(⁵) 1866	5,596	18	

The evidence collected at the time seems to show beyond doubt that the excessive mortality in districts supplied with certain waters and the comparative immunity from disease in districts supplied with other waters must be attributed to the different water supplied. It is comparatively immaterial for the present purpose whether or not, or, if so, to

* See Report on the Cholera Epidemic of 1866 in England (Supplement to 29th Annual Report of Registrar General).

(¹) p. i. (²) pp. 3, 16. (³) pp. 3, 16, 297. (⁴) p. 63. (⁵) pp. 3, 16.

† See Census Returns (Preliminary Report, 1891, p. i.).

what extent this proposition is correct; but it is clear that the Parliamentary proceedings of 1849 to 1852 were conducted in the light of opinions to that effect, which were well known and appreciated as those of the ablest men of the time. I propose, therefore, to subjoin without comment some extracts from the reports of Dr. Farr to the Registrar-General, which appear relevant:—

Extracts
from Dr.
Farr's
Report,
1848-9.

DR. FARR'S REPORT ON CHOLERA IN ENGLAND, 1848-49, contains the following paragraphs with reference to London *:—

“Grand Junction Company.—The waters of the Thames at Kew chiefly supply the sub-districts of Paddington, Hanover Square and Mayfair, and the greater part of the district of St. James, Westminster. The mortality from cholera was at the rate of 8 in 10,000 inhabitants.

West Middlesex Company.—The waters of the Thames at Hammersmith supply Marylebone and a small part of Hampstead. The mortality from cholera was at the rate of 17 in 10,000 inhabitants in Marylebone. In Hampstead the mortality was 8 in 10,000.

Chelsea Water Company.—The waters of the Thames at Battersea, much below Battersea Bridge and below the Chelsea Hospital, supply the Belgrave sub-district of St. George, Hanover Square, and the districts of Chelsea and Westminster. The mortality from cholera was at the mean rate of 47 in 10,000 inhabitants; in the Belgrave sub-district the deaths from cholera were 28, in Chelsea 46, in Westminster 68, in 10 000 inhabitants.

Southwark Water Company.—The waters of the Thames at Battersea, still lower down the river, supply the districts of Wandsworth, St. Olave, and Bermondsey. The mortality from cholera was at the rate of 147 in 10,000. In Wandsworth the mortality was 100, in St. Olave 181, in Bermondsey 161 in 10,000.

Lambeth Water Company and Southwark Water Company.—The waters of the Thames between Waterloo Bridge and the Hungerford Suspension Bridge supply parts of the districts of Lambeth, St. Saviour, St. George Southwark, Newington and Camberwell; the other parts of these districts being supplied from Battersea by the Southwark Company. The mortality from cholera was at the rate of 136 in 10,000. In the district of Lambeth the mortality

* Report on the Cholera Epidemic, 1866 (Supplement to 29th Annual Report of Registrar-General, 1868), p. 289.

was 120, St. Saviour 153, St. George Southwark 164, Newington 144, Camberwell 97 in 10,000. *Extracts from Dr. Farr's Report.*

Southwark and East Kent Water Companies.—Rotherhithe is supplied with water partly by the Thames at Battersea and by the Ravensbourne, and partly from ditches and wells into some of which the drains and cesspools soak. The mortality from cholera was at the rate of 205 in 10,000 inhabitants.

East London Water Company.—The Lee supplies the districts of Poplar, Stepney, Bethnal Green, St. George-in-the-East and Whitechapel with water. The mortality from cholera was at the rate of 63 in 10,000 inhabitants, and 71, 47, 90, 42 and 64 in each of the five districts.

New River Water Company.—The Amwell and the Lee supply Islington, St. Luke, Clerkenwell, London City, West London, East London, Holborn, St. Giles, the Strand, St. Martin-in-the-Fields. The mean mortality from cholera was at the rate of 41 in 10,000 inhabitants; the mortality was least in Clerkenwell (19) near the head reservoir, greatest (96) in West London on the edge of the Thames.

Kent Water Company.—The waters of the Ravensbourne supply Greenwich, where the mortality from cholera was 75 in 10,000 inhabitants, and parts of Lewisham, where the cholera was at the rate of 30 in 10,000 inhabitants.

Two or more Companies supply some districts. The district of St. James, Westminster, is supplied by the Kew and the New River waters; the mortality from cholera was 16 in 10,000 inhabitants. Kensington is supplied by the West Middlesex, the Chelsea, and the Grand Junction Companies; the mortality from cholera was 33 in 10,000. St. Pancras is supplied by the New River, Hampstead, and the West Middlesex Companies; the mortality from cholera was 22 in 10,000. Shoreditch and Hackney are supplied by the New River and the East London Companies; the mortality in the two districts from cholera was 76 and 25 in 10,000.

Arranging the groups of districts in the order of mortality, it appears that the mortality from cholera was lowest in districts which have their water chiefly from the Thames so high in its course as Hammersmith and Kew. Upon the other hand, the mortality was greatest in the districts which derive their water from the Thames so low down as Battersea and the Hungerford Bridge. The districts of the New River occupy an intermediate station.

In the six districts which are supplied with water taken from the Thames at Kew and Hammersmith 15 in 10,000 inhabitants died from cholera, and the mortality ranged from 8 to 33.

Extracts from
Dr. Farr's
Report.

In the twenty districts which are supplied with water from the Amwell, the Lee, and the Ravensbourne 48 in 10,000 inhabitants died of cholera, and the mortality ranged from 19 to 96.

In the twelve districts which are supplied with water taken from the Thames between Battersea and the Waterloo Bridge 123 in 10,000 inhabitants died of cholera, and the mortality ranged from 28 to 205.

In the second group of districts cholera was three times as fatal, in the third eight times as fatal, as it was in the first: 1, 3, and 8 express the relative virulence of the epidemic in the three conditions. The density of the population was greatest in the central group, and nearly the same in the first and third group."

LONDON. Group of Districts.	Deaths from Cholera to 10,000 Persons Living.	Density of Popu- lation (persons to an acre).	Elevation in feet above High Water Mark (Trinity).	Annual Value of Houses (Year end- ing April 5th, 1843).
6 districts supplied with water taken from the Thames above Battersea	15	72	105	82
20 districts supplied with water from the New River, the Lee, and the Ravens- bourne	48	137	42	44
12 districts supplied with water taken from the Thames between Batter- sea and Waterloo Bridges	123	73	5	31

Extract from
Dr. Farr's
Report,
1853-4.

DR. FARR'S REPORT ON CHOLERA IN LONDON, 1853-54,
contains the following paragraphs* :—

"XV.—Cholera in London, 1853-54."

Extract from Dr. Farr's Letter to the Registrar-General on
the Cholera Epidemic of 1853-54.

"1. Impure Water.

"Independently of any regard to theory, it appeared to be desirable to determine the effects of the different waters on the population of London during the impending cholera epidemic, accordingly the following circular was addressed

* Report on Cholera Epidemic, 1866 (Supplement to 29th Annual Report of Registrar-General, 1868), p. 295.

by Mr. Mann to the secretaries of the several Water Companies:—

*Extracts from
Dr. Farr's
Report.*

General Register Office,
October 13th, 1853.

Sir,—

The Registrar-General will feel obliged if you will answer the accompanying inquiries for the public information.

I have the honour to be, sir,

Your obedient servant,

(Signed) T. MANN.

To the Secretary
of Water Company.

1. What is the source from which the Water Company obtains the water for the supply of the London districts? If wholly or partly from a river or running stream, state at what point the supply is taken.
2. Is it the same as it was in 1849?
3. Are the methods of filtration and purification the same as those in use in 1849?
4. Is the area of supply the same?
5. If any changes have been made in either of the above particulars, what are the date and nature of those changes?
6. If any change is contemplated in the existing arrangements what is its nature and when is it likely to come into operation?

A detailed abstract of the answers of the secretaries was published in a supplement to the Weekly Return, No. 47, November 19th, 1853, and the general result was thus summed up:—

‘From the returns received from the Water Companies it appears that cholera finds London, as regards water, in the situation in which it left it. This holds true with reference to all except the Lambeth Waterworks Company, who changed their source of supply nearly two years ago from Lambeth to Thames Ditton; and from a table subjoined it will be seen that the results of the present epidemic in the districts supplied by that Company, as compared with some others, are rather more satisfactory than they were in 1849, an improvement which it is hoped in the further course of events will be maintained. But new works undertaken by other Companies in accordance with recent legislation are in progress. The return of cholera at an earlier period than was anticipated furnishes a motive for increased activity in their operations. With capital, public spirit, and natural advantages of locality, London may enjoy a pure and

*Extracts from
Dr. Farr's
Report.*

copious supply of this first necessary of life, as well as country towns and villages, and more than some towns with municipal institutions where the burgesses are too idle or too busy or too poor to bring it from surrounding springs to their doors. Manchester has set a good example, and it is only necessary that the national intelligence should be generally awakened to the question for this great end—a good water supply—to be accomplished both in town and country.’”

*Extracts from
Dr. Farr's
Report.*

Water Companies.	Sources of Supply.	Aggregate of Districts supplied chiefly by the respective Water Companies.				Deaths to 100,000 Inhabitants.
		Elevation in feet above Trinity High Water Mark.	Population enumerated 1851.	Deaths from Cholera in 12 weeks ending Nov. 12, 1853.		
London		39	2,362,236	626	27	
Hampstead and New River	Springs at Hampstead and Kenwood, two artesian wells, and New River	80	166,956	6	4	
New River	At Chadwell Springs in Hertfordshire, from River Lee, and four wells in Middlesex and Herts	76	634,468	50	8	
Grand Junction.	The Thames, 360 yards above Kew Bridge	38	109,636	14	13	
Chelsea	The Thames at Battersea	7	122,147	22	18	
Kent	The Ravensbourne in Kent	18	134,200	27	20	
West Middlesex	The Thames at Barnes	72	277,700	72	26	
East London	The River Lee at Lee Bridge	26	434,694	124	29	
Lambeth and Southwark	The Thames at Thames Ditton and at Battersea	1	346,363	193	56	
Southwark	The Thames at Battersea	8	118,267	100	85	
Southwark and Kent	The Thames at Battersea, the Ravensbourne in Kent, and ditches and wells	..	17,805	18	101	

*Extracts from
Dr. Farr's
Report.*

‘It is believed that through nearly the whole of this table the impurity of the waters with which the inhabitants of the several districts are supplied is in nearly a direct proportion to the mortality from cholera.’

‘The water at St. Thomas’s Hospital is thus described by Dr. R. Dundas Thomson, the Professor of Chemistry.

The water as delivered at the pipe in the Laboratory of St. Thomas’s Hospital on the 11th November was quite turbid, as it usually is, and contained diffused through it 1·16 grains of vegetable matter, dried at a steam heat, consisting principally of silica, the chief constituent of the shields of the lower class of plants. But as in its moist state it contained at least two-thirds of its weight of water, we cannot estimate the filth in the water, which could be removed by filtration at less than $3\frac{1}{2}$ grains per gallon.’

The influence of the water became more evident, and was discussed in the Supplement to the Weekly Return (December 3rd, 1853) from which the following table is taken :—

MORTALITY FROM CHOLERA IN DISTRICTS SUPPLIED BY DIFFERENT WATER COMPANIES.

Water Companies.	Sources of Supply.	Aggregate of districts supplied chiefly by the respective Water Companies.			Deaths to 100,000 Inhabitants.
		Elevation in feet above Trinity High Water Mark.	Population enumerated 1851.	Deaths from Cholera in 14 weeks ending Nov. 26, 1853.	
London		39	2,362,236	744	32
* (1) Hampstead and New River	Springs at Hampstead and Kenwood, two artesian wells, and New River	80	166,956	8	5
(2) New River	At Chadwell Springs, in Hertfordshire, from River Lee, and four wells in Middlesex and Herts	76	634,468	56	9
New River	The Thames, 360 yards above Kew Bridge	38	109,636	16	15
Grand Junction	The Thames, at Battersea	7	122,147	22	18
Chelsea	The Ravensbourne in Kent	18	134,200	31	23
Kent	The Thames, at Barnes	72	277,700	89	32
West Middlesex	The River Lee, at Lee Bridge	26	434,694	162	37
East London	The Thames, at Thames Ditton, and at Battersea	1	346,363	220	64
* (1) Lambeth and Southwark	The Thames, at Battersea	8	118,267	121	102
(2) Southwark	The Thames, at Battersea, the Ravensbourne in Kent, and ditches and wells	..	17,805	19	107

* In three cases (marked with an asterisk) the same districts are supplied by two Companies.

Extracts from Dr. Farr's Report.

After correcting the above table and the tables of cholera 1848-49 for the effects of elevation, it is found that a large residual mortality remains which is fairly referable to the impurity of the water; for it is least where the water is known to be sweetest, greatest where the water is known to be the most impure.

*Extracts from
Dr. Farr's
Report.*

' After the great loss of life in 1849 and the patient investigations of two able Committees of the House of Commons, the present Water Companies were left in the undisturbed possession of the monopoly, which they enjoy, of selling the people of London water. In the present state of engineering and sanitary science purer waters from gathering grounds or from springs could probably be procured, and be supplied at cheaper rates by new companies or by the incorporated ratepayers. But this would disturb the values of large masses of invested capital. To avoid such a result, always undesirable, the supply is left in the hands of the existing Companies; but by Act of Parliament they are prohibited from obtaining supplies from the tidal waters of the Thames and Lee after certain fixed dates.

It is enacted that it shall not be lawful "after those dates" to distribute the pernicious waters over London. It unfortunately happens that in the invasion of cholera with which we are threatened next year (1854) every parish, except those which the Lambeth Company supplies, may receive waters as bad as those of 1849 without a direct violation of the Act of Parliament.

But the Water Companies will do well to bear in mind that the dates in the Act are the extreme limits of time beyond which they can supply London with impure water without a direct violation of the law. They may complete the works in half the time. They can accelerate their progress. And the returns which they have furnished will enable us to appreciate their zeal and spirit in the public service under an extraordinary emergency.

Instead of the distant dates of 31st August, 1855, 1856, and 1857, which were fixed when the return of cholera was not contemplated, the Companies should aim at supplying London with the water which they are then bound to furnish at a date not later than the 1st of July, 1854. This would probably be the means of saving thousands of lives and entitle the directors to the public gratitude.

Dates after which it will not be "lawful" for the Water Companies to supply waters from the same sources, or of the same quality as at present (1853), to the inhabitants of London :—

New River	.	.	30th June, 1857
Grand Junction	.	.	31st August, 1855
Chelsea	.	.	31st August, 1856
West Middlesex	.	.	31st August, 1855
East London	.	.	August, 1856
Southwark	.	.	31st August, 1855

The Grand Junction and the Southwark Companies state

that they propose to complete their works in 1854, a year before the limit prescribed by the Legislature.’

*Extracts from
Dr. Farr's
Report.*

The cholera broke out again in 1854, the effects of the bad water were watched during the epidemic, and the general results of a special inquiry are thus described in the Weekly Return (October 14th, 1854).

‘Influence of the Waters of London on the Mortality of Cholera.

‘The present epidemic of cholera in London presents a favourable opportunity for determining the influence of waters of various degrees of impurity on the mortality of cholera.

The Lambeth Company which in 1849 took up its supply from the Thames at the part where the water is most impure has since January, 1852, drawn its water from the Thames above the tidal flow, and has thus afforded an opportunity for ascertaining the effects of this great improvement.

It was observed in the first eruption (1853) of the present epidemic that the mortality was diminished in districts which were partially supplied by that Company.

On October 13th, 1853, a circular had been sent to the London Water Companies, and the replies of all, except the Lambeth Company, showed that their new works and improvements had not then been carried out, as they were only bound under the Act of Parliament to complete them in 1855, 1856, or 1857.*

The Southwark Company, which now supplies the most impure water, stated, however, that though the Act “allowed three years from August, 1852, for the execution of the new works, the contracts for the whole having been made immediately after the passing of the Act, and being now (October) in a rapid course of fulfilment, the works will be completed and in operation one year within the time it prescribes;” that is, in September, 1854.

The hopes of the Company, notwithstanding their efforts on the approach of cholera, were defeated, the officers in-

* The Secretary of the East London Water Company in August, 1854, wrote thus to Viscount Palmerston:—“In reply to your Lordship’s inquiry, what steps have been taken by the East London Waterworks Company to effect a remedy in regard to the water supplied by them, I am instructed to state that the Company has already expended £150,000 in effecting improvements; the supply has, for two months past, been taken through a newly constructed aqueduct, from a point in the valley of the Lee, nearly three miles higher up than formerly, the sewage of the valley, so far as it can affect the purity of this Company’s supply, has been diverted by an intercepting drain, and the whole of the water delivered is filtered. Further works are also in progress.”

*Extracts from
Dr. Farr's
Report.*

formed Lord Palmerston, by a concurrence of various causes, and the impure water of the Thames is still supplied by this Company.

Bermondsey, one of the South districts of London, is exclusively supplied with the impure water, and the deaths by cholera are already more numerous than they were in 1849, while in the parish of Lambeth, which is supplied partly by the Southwark Company and partly by the Lambeth Company, the mortality is much lower than it was in 1849.

Deaths from Cholera.

Districts.	In the year 1849.	In the 14 weeks ending 14th Oct. 1854.
Bermondsey . .	734 . .	829 . .
Lambeth . .	1618 . .	904 . .

But the pipes of the two Companies, which were once in active competition, often run down the same streets, and through the same sub-districts, so that alternate streets or houses in the same sub-districts are supplied with the pure and the impure waters.

Dr. Snow, who has devoted much time to the investigation, having procured from this office the addresses of the persons who died of cholera in Kennington, and some other sub-districts, states, as the result of an inquiry from house to house where the pipes of the Lambeth Water Company are intimately mixed with those of the Southwark Company, that, in the seven weeks ending August 26th of 600 deaths from cholera, 475 have happened in houses supplied by the Southwark Company; 89 in houses supplied by the Lambeth Company; 13 in houses supplied by pumps, wells, and springs; 8 in houses which derived their water directly from the Thames and from ditches.

The Registrars on the South side of London were instructed to inquire, in all cases of death by cholera, whether the house in which the patient was attacked was supplied by the Southwark, the Lambeth, or the Kent Companies, or with water from pumps, wells, ditches, or other sources. The inquiry was attended with considerable difficulty, as the information could not be obtained from hospitals or workhouses, and the informants and the householders themselves were often ignorant of the source of supply, as the water-rate in the worst districts is paid by the landlord. The information was thus not obtained in 766 out of 3895 instances; but it was stated that in 3039 instances 2284 deaths occurred in houses supplied with the impure Thames water, 294 in the houses supplied by the Lambeth Company with the purer filtered Thames water. The disparity was observed week after week in the progress of the epidemic.

The total number of houses supplied by the Southwark Company is stated to be 40,046 ; by the Lambeth Company to be 26,107 ; consequently, there were in six weeks 57 deaths in every 1000 houses supplied with impure water, and 11 in every 1000 supplied with the less impure or comparatively pure water.' *Extracts from Dr. Farr's Report.*

MORTALITY BY CHOLERA IN THE SOUTH DISTRICTS OF LONDON DURING THE SIX WEEKS AUGUST 28, TO OCTOBER 7, 1854.

	Inhabited Houses.	Population enumerated 1851.	Deaths from Cholera.	Mortality to every 100,000 Inhabitants.	Mortality to every 1,000 Houses.
South Districts of London . . }	92,654	616,635	3,805	617	41

DEATHS BY CHOLERA IN SIX WEEKS IN THE HOUSES OF THE SOUTH DISTRICTS OF LONDON SUPPLIED WITH WATER FROM VARIOUS SOURCES.

Week ending.	Number of Houses supplied with water by					Total.
	The Southwark Company.	The Kent Company.	The Lambeth Company.	Pumps, Wells, and other sources.	Unascertained sources.	
September 2 .	399	38	45	72	116	670
September 9 .	580	45	72	62	213	972
September 16 .	524	48	66	44	174	856
September 23 .	432	28	72	62	130	724
September 30 .	228	19	25	24	87	383
October 7 .	121	10	14	9	46	200
	2,284	188	294	273	766	3,805

*Extracts from
Dr. Farr's
Report.*

INFLUENCE OF THE WATER SUPPLY ON THE MORTALITY FROM CHOLERA IN THE SOUTH DISTRICTS OF LONDON DURING THE SIX WEEKS FROM AUGUST 28TH TO OCTOBER 7TH, 1854.

Water Company.	Source of Supply.	Houses supplied.	Estimated population of the Houses supplied.	Deaths registered by Cholera in Houses.	Mortality to every 100,000 Inhabitants.	Mortality to every 1,000 Houses.
Southwark Company	The Thames at Bat- tersa . . . }	40,046*	266,516	2284	857	57
Lambeth Company .	The Thames at Thames Ditton . }	26,107	173,748	294	169	11
Kent Company .	The Ravensbourne .	14,594	97,127	188	194	13

* There are exclusive of this number 634 consumers, viz.: railways, distilleries, road watering, fires, flushing sewers, and trades generally; averaging per day 2366 gallons (See Parliamentary Return "Metropolis Water," dated 26th July, 1854, No. 415).

NOTE:—The source of water supply was not ascertained in 766 instances. The water was said to be derived from pumps, wells, rivers and other sources in 273 instances."

At the close of the epidemic the results of the observations on the water were finally summed up in the Weekly Return, December 9th, 1854.

'The deaths of 26,088 people in London out of two millions and a half, living in 135 sub-districts, at elevations rising from 3 feet below to 350 feet above the high water-mark of the Thames, have shown how much more fatal the cholera is on low ground than it is on ground of a moderate elevation.

It has been calculated that more than four million gallons of water evaporate daily from the Thames in its course through London, and besides the supply from wells, pumps,

and streams, nine Water Companies in their returns state that they pumped on an average 60,614,420 gallons of water into 302,428 houses, and a certain number of manufactories daily during the year 1853. The water that flows through the houses and streets daily is probably double the weight of the population. It is pumped at intervals into reservoirs until it is withdrawn for cooking, for cleansing, for washing linen, for ablution, and, in some cases, for drink by the people. It thus comes into contact with the body in many ways, and it gives off incessantly at its temperature, ranging from the freezing point to summer heat, vapours and effluvia into the atmosphere that is breathed in every room; while the residue is discharged to carry the dirt of the houses and the town-guano of the water-closets into the sewers and the Thames.

*Extracts from
Dr. Farr's
Report.*

A certain portion of the water of London is drawn by the New River Company from distant springs and wells in the basin of the Lee River, which is a tributary of the Thames; but a large quantity of the water of this Company, as well as the whole of the water of the East London Company, is drawn from the Lee lower down its channel. The Lambeth Company draws its water from the Thames at Ditton, above the tidal range; but the Grand Junction at Kew; the West Middlesex at Hammersmith; and still lower down at Battersea, the Chelsea and the Southwark Companies draw up their water from a part where the Thames is now evidently contaminated by the sewers which discharge the drainage of the population into the river. The temperature of the water of the Thames ranged from 60° to 70° during the cholera epidemics, and the chemical composition and changes of the matters in its waters undoubtedly varied to a great extent; but the microscope and chemical analysis have confirmed the evidence of the senses in showing that the water which the Chelsea and the Southwark Companies draw at Battersea contains the greatest quantity of organic matter; that it is the most impure, and that fragments of the muscular fibre of food exist in the Southwark water. The other waters are of a better quality.

The mortality from cholera in the sub-districts of London is shown under two aspects: thus, the mean mortality of the districts wholly or partially supplied by the New River Company in the two epidemics was at the rate of 15, 28, 28, 46, and 70 in every 10,000 living on the successive terraces of elevation, and the mortality in the sub-districts that are supplied by other Companies at corresponding elevations is found to differ from this scale, some in excess, others in defect.

In the supply by all the Companies extensive improve-

*Extracts from
Dr. Farr's
Report.*

ments are projected, and in some cases have been partially carried out. The New River Company states, in reply to an inquiry, that "works have been since June in operation to prevent sewage from Waltham, Ponder's End, and Tottenham running into the River Lee which before affected the pumping-station at Tottenham." On the terrace of 60 to 80 feet elevation, containing Berwick Street, the cholera was more fatal (30) in 1854 than it was in 1849, when it was 25; but on the other elevations the mortality from cholera was less than it was before, in the proportions of 18, 42, 72, and 73 in 1849, and 11, 14, 19, and 67 in 1854, to every 10,000 inhabitants at the respective elevations supplied with water by the New River. A similar decrease is observed in the mortality of the sub-districts supplied by the East London Company, which has latterly drawn its water three miles higher up the River Lee than it did in 1849.

The sub-districts that were supplied by the Grand Junction and by the West Middlesex Companies suffered much less from cholera in 1849 than the sub-districts of the New River and the East London; but in 1854 the mortality increased in the districts of the two former Companies, and in all the districts that derive their water from the Thames, which, from Kew down to Battersea and Chelsea, has every year for the last five years received an increased quantity of town sewage.

The Lambeth Company has, in the interval between the two epidemics, changed the source of its supply from Hungerford Bridge to Thames Ditton, where the river is unpolluted by the London sewage; but the pipes of this Company run into the same districts as those of the Southwark Company, against which it was at one time in active competition, so that a special method of inquiry must be here resorted to. The Tables 1 and 2 only show that the sub-districts that were supplied wholly or partially with the impurest Thames water experienced a high and extraordinary mortality from cholera in 1849, and again in 1854.

The region of London south of the Thames is divided into eleven large districts, comprising forty-two sub-districts, which extend from Putney in the west to Woolwich in the east; from the large tract of low ground along the Thames to the heights of Norwood and Sydenham. Many houses in every district derive their water supply from wells, pumps, and tidal ditches; in addition to these sources, Bermondsey, St. Olave, and Wandsworth are supplied almost exclusively by the Southwark Company; the Greenwich and the Lewisham districts chiefly by the Kent Company; in the streets of the other districts the pipes of the Lambeth and South-

wark Company—the one supplying water comparatively pure, the other impure—are so intermingled that neither the informants nor the Registrars knew in 823 cases out of 4059 whether the house in which the death from cholera occurred obtained its water from the Lambeth, Southwark, or the Kent Company. The officers of the latter Company themselves have stated that they experience almost insuperable difficulties in distinguishing the houses which they supply in every street. It is, therefore, evident that in the general character of the houses, the means of the householders, the density of the population, and the elevation of their dwellings, the difference is not considerable. The water supply is the chief element in which there is an evident difference; one class of houses is now supplied by water from Ditton, the other by water which the Southwark Company draws from Battersea, where the Thames is contaminated by the London sewage. And what is the result?

*Extracts from
Dr. Farr's
Report.*

In the 26,107 houses that derived the water from Ditton 313 deaths from cholera occurred in ten weeks; in the 40,046 houses that received the impure water from Battersea 2443 persons, it was ascertained, died from cholera in the same time. The deaths in the latter districts exceeded by nearly 2000 the deaths that would have occurred if cholera had only been as fatal as it was in the houses that derived their water from Ditton. The Registrars were probably in some cases misinformed; but there is reason to believe that no undue proportion of the deaths is referred to houses that the Southwark Company supplies.

*Mortality
from Cholera
attributable
to the several
Companies.*

The deaths are given in Table 3, as they were returned by the Registrars in the eleven districts, and it will be observed that the balance of mortality is heaviest in every district against the impure water to an extent that leaves little room for doubt on the mind.

Thus, in St. Saviour, Southwark, 280 of the deaths by cholera were in houses supplied by the Battersea water, 59 in houses supplied with the Ditton water. In the week ending September 2nd the proportions were 58 to 11; in the week ending October 14th, they were 9 to 1. In St. Olave, containing the hospitals, and in Bermondsey, an undue proportion is perhaps referred to Southwark, as the Registrars notice no cases in houses that derived water from wells and ditches. In St. George, Southwark, 254 persons died of cholera in houses that were supplied with water from Battersea, 79 in houses that were supplied with water from Ditton; the proportions were 303 to 47 in Newington, 349 to 95 in Lambeth, 206 to 6 in Wandsworth and Clapham, 167 to 24 in Camberwell, and so the proportions ran week after week. And, it will be observed, that in

*Extracts from
Dr. Farr's
Report.*

Bermondsey, which is not entered by the Lambeth Company, 734 persons died by cholera in 1849, and 846 in seventeen weeks of 1854, while in Lambeth, which was wholly supplied with impure water in 1849, the deaths in that year by cholera were 1618; while in seventeen weeks of 1854, when it was partially supplied with a comparatively purer water, the deaths by cholera were only 935, of which about four-fifths were in houses that received impure water.

Works are now (1854) in progress for procuring better water for Southwark, and for the rest of London; and the salutary effects of the changes that have been already wrought, justify us in anticipating that, when London is well drained, and when the Water Companies supply London with the cool, pure, refreshing water of the streams from the high grounds of Middlesex, Hertford, and Surrey, on the system of constant supply, the health of the Metropolis will be improved; and under wise medical arrangements the devastations of cholera, if they recur, will be no longer terrible.

TABLE OF DEATHS FROM CHOLERA IN THE ELEVEN DISTRICTS OF LONDON ON THE SOUTH SIDE OF THE THAMES, DISTINGUISHING THE DEATHS IN HOUSES SUPPLIED WITH WATER BY THREE WATER COMPANIES, OR BY WELLS, PUMPS, &c.

Districts.	Signatures of Companies by which the water is chiefly supplied.	Deaths from Cholera.		Deaths in houses supplied with water by					
		1849 (Year.)	1854 (17 weeks.)	Total deaths investigated in 1854.	Southwark Company.	Lambeth Company.	Kent Company.	Wells, Pumps, Rivers, and other sources.	Source of supply unascertained.
St. Saviour's, Southwark	S. L.	539	491	341	280	59	..	..	2
St. Olave, Southwark	S.	349	313	209	186	..	..	?	23
Bermondsey	S.	734	846	555	555	..	..	?	..
St. George, Southwark	S. L.	836	543	386	254	79	..	..	53
Newington	S. L.	907	694	525	303	47	..	1	174
Lambeth	L. S.	1618	935	684	349	95	..	9	231
Wandsworth	S.	484	421	325	206	6	..	73	40
Camberwell	S. L.	504	549	352	167	24	11	102	48
Rotherhithe	S.	352	283	180	139	..	9	2	30
Greenwich	K.	718	563	441	4	..	161	85	191
Lewisham	K.	96	81	61	..	3	15	12	31
Total	..	7137	5719	4059	2443	313	196	284	823

Extracts from
Dr. Farr's
Report.

Of the deaths from Cholera in 17 weeks of 1854 it was found by inquiry in 10 weeks that the subjoined numbers occurred in houses of which the Water Supply was inquired into.

*Extracts from
Dr. Farr's
Report.*

The Southwark Water Company, which obtains its supply from the Thames at Battersea near the Red House, supplied 40,046 houses in 1853.

The Lambeth Water Company obtains its supply from the Thames at Thames Ditton, about a mile and a half above Kingston and three miles beyond the influence of the tide. This Company supplied 26,107 houses in 1853.

The Kent Water Company obtains its supply from the Ravensbourne below the Lewisham Mills. It supplied 14,594 houses in 1853.'

The further inquiry to which reference has been made in the weekly returns was undertaken at the instance of the Board of Health Committee for Scientific Inquiries;* and the general result, as stated in the lucid report of Mr. Simon, the medical officer of the Board of Health, is: "the population drinking dirty water accordingly appears to have suffered $3\frac{1}{2}$ times as much mortality as the population drinking other water."

The results of this conclusive investigation of the Board of Health complete the inquiry.†

"SYNOPSIS OF RESULTS.

Death Rates per 1000 of Living population in Two Epidemic periods.	In Houses enumerated in 1854 as receiving their Water Supply.	
	From the Lambeth Company.	From the Southwark and Vauxhall Company.
Cholera {1848-9	12·5	11·8
{1853-4	3·7	13·0
Diarrhœa {1848-9	2·9	2·7
{1853-4	2·1	3·3

N.B.—Between the two epidemic periods the Lambeth Water Company had changed its source of supply."

* The committee consisted of Arnott, Baly, Farr, Owen, and Simon.

† Report on the last two Cholera Epidemics as affected by the consumption of impure water. By the Medical Officer of the Board, p. 6.

The volume from which the above extracts are taken has primarily reference to the Cholera Epidemic of 1866, and the extracts above given are quoted in it partly because Dr. Farr's earlier conclusions received in various ways striking confirmation from the events of 1866. The whole volume contains much interesting matter well deserving of consideration at the present time; but I do not further allude to it, as enough has been given to justify the proposition already suggested, viz., that the removal of the 'Water Companies' intakes was effected compulsorily by Parliament, intervening at the request of the inhabitants of London, and was not the result of voluntary action on the part of the Companies in the interests of the consumers.

The relation, therefore, between these Companies and the inhabitants of London under the legislation of 1852, as explained by the history of the time, is not that of commercial Companies having invested capital in a commercial undertaking with rights and privileges secured, or in any sense guaranteed, to them by Parliament, but of Companies permitted to proceed with a business for such period only and subject to such conditions as Parliament may determine.

General
position of
the Thames
Companies
summarised.

VI. THE POWERS OF THE WATER COMPANIES TO TAKE WATER DIRECT FROM THE THAMES.

I proceed to deal with the legal position of the Companies in regard to their power to take water from the Thames.

My observations on this question are subject to the proposition, which I have endeavoured to substantiate, that the Companies drawing water from the Thames are doing so under concessions subject to revocation by Parliament on the reasonable demand of the inhabitants of London; and that ample notice has been conveyed to the Companies by frequent expressions in Parliament, by Royal Commissions and elsewhere, that these concessions are subject to termination.

Statutory
power of the
Chelsea Com-
pany.

THE CHELSEA COMPANY, by section 43 of the Chelsea Waterworks Act, 1852,* are empowered to take water at Lambourne's Wharf, Seething Wells, in the parish of Kingston-upon-Thames. The Act places no limit on the quantity to be taken, but at the time when the Bill was in progress an agreement limiting the amount was made between the Corporation of London and the Company on the terms of which the Act was allowed to pass.

This agreement is in the following terms:—

Agreement
of 1852 with
the Corpora-
tion of
London.

THIS INDENTURE made the 17th day of June in the year of Our Lord 1852 Between The Governor and Company of Chelsea Waterworks of the one part and The Mayor and Commonalty and Citizens of the City of London of the other part. Whereas a Bill is now pending in Parliament for authorising the Governor and Company of Chelsea Waterworks (hereinafter called the said Company) to take water from that part of the River Thames in the Parish of Kingston-upon-Thames in the County of Surrey which is at or near a certain Wharf or Wharves now or late in the occupation of Charles Lambourne at Seething Wells in the said Parish of Kingston-upon-Thames for the purpose of supplying water within the limits and for the purposes of the said Bill. And also to take water from that part of the same river in the Parish of East Moulsey in the County of Surrey which is situated within 400 yards westward of a certain Lock called Moulsey Lock in the same Parish for

* Appendix C, p. 38.

the purpose of flushing or cleansing any drains to be constructed by the said Company. And the said Mayor and Commonalty and Citizens being apprehensive that such Bill if passed into a law would injure the navigation of the said river have opposed the passing of the same in Parliament. And whereas the said Mayor and Commonalty and Citizens have agreed to withdraw their said opposition upon the Company entering into such covenants as hereinafter are contained. And whereas the Thames Navigation and Port of London Committee appointed by the Mayor Aldermen and Commons of the City of London in Common Council assembled have consented to the said arrangement. Now this Indenture witnesseth And it is hereby agreed and declared between and by the parties hereto. And the said Company for themselves and their assigns do hereby covenant with the Mayor and Commonalty and Citizens of the City of London and their assigns in the manner following that is to say That when and as soon as the said Company shall commence taking water from the said River Thames at Seething Wells aforesaid for the purpose of supply to their District they the said Company or their assigns shall and will thenceforth yearly and every year thereafter during such time as they shall continue to take such water as aforesaid at Seething Wells aforesaid for the purpose aforesaid well and truly pay unto the said Mayor and Commonalty and Citizens and their assigns the clear annual sum of £300 free from any deduction or abatement whatsoever as a contribution towards the expense of maintaining and keeping open the navigation of the said river such annual sum to commence from the day on which the said Company shall begin to take water from the said river at Seething Wells aforesaid for the purposes aforesaid and the first of such yearly payments to become payable and to be made at the expiration of 12 calendar months next thereafter. And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens and their assigns That the drain proposed to be constructed to take water from the River Thames at East Moulsey aforesaid shall not exceed 12 inches in diameter and shall be provided with a sluice or valve at the mouth thereof so constructed that it shall be able to shut down to within 4 inches of the bottom of the said drain and that the said sluice or valve shall be so shut down whenever and for such time as the said Company shall be required to keep it so shut by notice in writing from the engineer for the time being employed in the Thames Navigation excepting during 3 hours in each of 3 nights in the week when the said sluice or valve

may be entirely opened. And also that the drain proposed to be constructed from a certain brook or stream called or known as Kenton Park Brook shall not exceed 12 inches in diameter and shall be provided with a sluice or valve at the mouth thereof similarly constructed and which shall be subject to the same provisions and regulations as to the shutting and opening thereof as are hereinbefore contained with respect to the sluice or valve at the mouth of the drain from the river at East Moulsey. And that they the said Company or their assigns shall and will from time to time at their own costs and charges take away and remove any deposit which may be formed in the said river at the outlet of either of the said drains. And further that they the said Company or their assigns shall not nor will subtract or take away from the said River Thames at Seething Wells aforesaid in any one day a larger quantity of water for the purposes of supply to their district than 20,000,000 of gallons during each 24 hours without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained. And further that they the said Company or their assigns shall not nor will without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained sell dispose of or supply any portion of the water which may be so taken away by them from the said River Thames to any other Company selling or supplying water for sale but that the said Company shall supply the whole of the water which may be taken away by them from the said River Thames for the purposes of supply to their district to their own customers solely. And further that it shall be lawful for the engineer for the time being of the said Mayor and Commonalty and Citizens and for the principal assistant of the said engineer at all times to enter into and upon the works of the said Company for the purpose of ascertaining the quantity of water subtracted or taken by the said Company from the said river. Provided always And it is hereby expressly agreed that the quantity of water to be so taken by the said Company from the said river at Seething Wells aforesaid shall not be deemed to include such quantity or quantities of water as the said Company may temporarily divert for the condensing purposes of their steam engines and which quantity or quantities shall be returned again into the said river at Seething Wells aforesaid or within half a mile thereof subject to the like power of entry and supervision by the said engineer and his principal assistant. And this indenture also witnesseth And it is hereby also agreed and declared between and by the parties to these

presents, and the Mayor and Commonalty and Citizens of the City of London do hereby for themselves and their assigns covenant with the said Company and their assigns in the manner following (that is to say) That provided and during such time as they shall punctually pay the said clear annual sum of £300 on the days and times hereinbefore appointed for payment thereof and shall perform the covenants herein contained on their parts to be performed it shall be lawful for them the said Company and their assigns and that they the said Company and their assigns shall and may have liberty from and after the 1st day of January 1853 and thenceforth for ever from day to day to obtain draw and impound any quantity of water for the purposes of supply to their district from the River Thames at Seething Wells aforesaid not exceeding in the whole 20,000,000 of gallons during each 24 hours. And also to obtain and draw from the said River Thames such quantity or quantities of water as the said Company may deem it necessary to divert for the condensing purposes of their steam engines and also such quantity or quantities of water as the said Company may under this agreement be at liberty to divert for passing through the drain proposed to be constructed by the said Company from the River Thames at East Moulsey aforesaid. Provided always And it is hereby expressly agreed and declared between and by the parties hereto and these presents are upon this express condition that if at any time hereafter the said Company shall wholly take away and remove their said intended works pipes or feeders in direct communication with the River Thames and shall entirely cease or abstain from taking any water from the said River Thames at Seething Wells aforesaid or at or near East Moulsey aforesaid or from any other part of the said river that then and in such case and immediately thereupon the agreement and covenant hereinbefore contained on the part of the said Company to pay the said annual sum of £300 shall absolutely cease and determine save only and except as to any arrears thereof which may be then due and owing and save also and except as to a proportional part of the said sum of £300 for the interval which shall have elapsed between the day on which the said annual sum of £300 shall be payable and the day on which the said Company shall cease to take water from the said River Thames at Seething Wells or at or near East Moulsey aforesaid or from any part of the said river.

[Here follow provisions as to payment of the £300 per annum which are not material.]

The agreement is sealed by the Company and the Corporation of London.

Limitation by
Statute.

In the year 1875 the Chelsea Company applied for and obtained powers to make new works on the bank of the Thames at Moulsey. Section 25* of their Act of this Session demands close attention. It will be observed that the Company's powers under this Act extend only to taking "by means of the conduits or lines of pipes shown on the deposited plans and by this Act authorised the waters of the River Thames and its tributaries and of any other of the streams and waters shown on the deposited plans and of any springs on or near the works by this Act authorised provided the quantity *so taken from the Thames* does not exceed 20,000,000 gallons in any twenty-four consecutive hours." The phraseology of this enactment would seem to prohibit not only the taking of more than 20,000,000 gallons from the Thames, but the taking of more than that quantity direct from the Thames, *or from the streams and springs shown on the deposited plans*, if the taking of water from such streams and springs would intercept water otherwise reaching the Thames. It should be noted also that the powers conferred by this section extend only to the taking of water *by means of the conduits or lines of pipes shown on the deposited plans*. It thus authorises no appropriation of water by any other means or in any other way. Apparently, therefore, if the legal title to take water under this section had to be proved, it would be necessary to show that the conduits and lines of pipes had been made as shown on the deposited plans, otherwise there would be no power under the section to take water at all.

Section 25 of this Act also provided that the Company should *continue subject to their then existing restrictions* with respect to taking water from the Thames. By section 26 of this Act the agreement of the 17th June, 1852, is fully preserved.

Agreement
with Thames
Conservancy,
1886.

This Company has entered into an agreement with the Thames Conservancy of which the following is a copy:—

THIS AGREEMENT made the 23rd day of December 1886 between the Governor and Company of Chelsea Waterworks (hereinafter called the Company) of the one part and the Conservators of the River Thames (hereinafter called the Conservators) of the other part. Whereas the Company are under obligation to make towards the funds of the Conservators the following annual contributions that is to say under agreement made in 1852 the sum of £300 and under the Conservancy Act of 1878 the additional sum of £2000 making the total sum of £2300.† And whereas the Company under the said agreement of 1852 are authorised

* Chelsea Waterworks Act, 1875, Appendix C, p. 41.

† This recital is incorrect—the authority is given by the statute, the limit imposed by the agreement.

and empowered to take from the River Thames a quantity of water not exceeding twenty million gallons during each twenty-four hours. And whereas the Conservators have lately represented to the Company that the annual income they now receive is inadequate to the proper fulfilment of their duty as Conservators of the river and that they intended to apply to Parliament in the ensuing session for a Bill requiring the Company and other Companies drawing water from the River Thames to make further annual payments to the Conservators. And whereas the Conservators and the Company being desirous of avoiding the expenses of and incident to the proposed application to Parliament have entered into the arrangement hereinafter appearing. And whereas the four other Companies named in the schedule hereto and hereinafter called the four other Companies have entered into a similar arrangement with the Conservators. Now it is hereby mutually agreed by and between the Company and the Conservators as follows:—

1. The Company shall pay to the Conservators the annual sum of £500 by equal half-yearly payments on the 24th of June and the 25th of December in every year the first half-yearly payment to become due as from the 24th of June next and to be paid on the 25th of December 1887 such payments shall be made irrespective of and in addition to the other annual sums payable by the Company to the Conservators as aforesaid and such payments shall continue to be made by the Company if and so long only as the Company are permitted to draw water from the River Thames to the extent hereinafter provided* and also the several terms and conditions hereinafter appearing are fully performed and observed.

2. The Company and the four other Companies may take divert and impound in any twenty-four hours from midnight to midnight any quantity of water from the River Thames not exceeding in the whole the respective quantities following that is to say:—

	Gallons.
The Governor and Company of Chelsea Waterworks	22,000,000
The Grand Junction Waterworks Company	24,500,000
The Company of Proprietors of Lambeth Waterworks	24,500,000
The Southwark and Vauxhall Water Company	24,500,000
The Company of Proprietors of the West Middlesex Waterworks	24,500,000

* This paragraph is a recognition under the Company's seal that their right to draw water from the Thames is regarded as limited in duration.

and any one of the above-mentioned Companies may supply any part of the respective total quantity of water which they are authorised to take to any other or others of the Companies to be used only for the purposes for which the Companies are respectively empowered to use water.

3. In the event of the Company introducing into Parliament a Bill seeking power to take divert and impound in any twenty-four hours from midnight to midnight any quantity of water not exceeding in the whole the quantity hereinbefore mentioned in respect of the Company the Conservators will in every way and if necessary by evidence to be given at the expense of the Company support the application and will not seek in respect of such quantity any further payment or compensation whatsoever.

4. That measures shall be forthwith and from time to time taken by the Conservators to improve the condition of the waters of the River Wey and prevent the same being polluted so far as their powers admit.

5. That any alteration the Company may desire to make in the position or number of their intakes shall be conceded by the Conservators subject to the due maintenance of the navigation of the River Thames and without seeking in respect thereof any payment or compensation from the Company. Provided always that nothing in this clause contained shall authorise the Company to take any greater quantity of water than that mentioned in clause 2 hereof.

6. That the Conservators shall maintain the river bank at the tow-path along the whole extent of any of the works of the Company.

7. That so far as is possible the height of the river shall be maintained between Molesey and Sunbury at not less than the ordinary summer level.

8. That the Conservators shall from time to time take steps to prevent defilement of the river generally and especially defilement from houseboats and shall expend a fair and proper proportion of the payments agreed to be made by the Company in the duties appertaining to purification.

In witness whereof the above-named Governor and Company of Chelsea Waterworks and the above-named Conservators of the River Thames have hereunto respectively affixed their corporate seals the day and year first above written.

The Schedule to which the above agreement refers.

The Grand Junction Waterworks Company.

The Company of Proprietors of Lambeth Waterworks.

The Southwark and Vauxhall Water Company.

The Company of Proprietors of the West Middlesex Waterworks.

[This agreement is sealed by the Conservators and the Company.]

The question involved in these agreements is not free from complication. No difficulty would have been involved in the matter if the Thames Conservancy and the Water Companies had submitted clearly and definitely to Parliament the arrangement which they sought to bring about. The whole difficulty has been caused by an attempt on their part to deal with the matter without the cognizance of the public or the direct authority of Parliament; for it seems to me that even if any such authority could be proved to exist, it could only be by reference to some enactment, the terms of which were never directly intended to confer any such power.

The agreements of 1886 examined.

It is not correct to say of this Company, as has been said by the Thames Conservancy, that it would have an unlimited statutory power to derive water from the Thames but for an agreement with the Thames Conservancy.

In the first place, the Thames Conservancy were not in existence in 1852, and the only public body then competent to appear in protection of the river was the Corporation of the City of London. Their opposition would have prevented the passing of the Acts authorising the Companies to take water from the Thames without security being taken for limiting the amount of water to be abstracted; and the agreement between the Company and the Corporation of London is in the nature of a parliamentary bargain, on the faith of which the Company's Act of 1852 was passed, and which could not be in any way modified without the sanction of Parliament. Whether or not any legal power might have remained in the Corporation to modify or alter this agreement is probably immaterial. No such alteration by them could have been made or suggested without the knowledge of the people of London as represented by the Corporation, for the Company covenant in express terms that no greater quantity than twenty million gallons a day shall be drawn without the previous consent of the Mayor Aldermen and Commons of the City of London in *Common Council assembled* first had and obtained. Ample security was thus taken that nothing should be done except after public discussion, and with the assent of the only representative body then existing in London.

The Thames Conservancy Act, 1857, under which the Thames Conservancy were constituted, contains no power to

the Conservancy in any way to modify or alter the bargain expressed in the agreement of 1852. It must be remembered that the agreement is a mere restriction, for it is not to be supposed that the Corporation of London—any more than the Thames Conservancy—had any right, authority, or power to grant to other persons any right of appropriating out of the River Thames water which did not belong to them, but in which a large number of public and other rights existed.

If any right or power in reference to this agreement was transferred by that Act to the Thames Conservancy, it could have been nothing more than the power to act on behalf of those interested in preserving the flow of the water, and to enforce the observance of the conditions which the agreement contained.

The only section of the Thames Conservancy Act, 1857, in any way dealing with the matter, is section 52,* under which it is provided that any powers of the Corporation with regard to the conservancy and the preservation and regulation of the River Thames are vested in the Conservators, to be exercised in the same manner, and under and subject to the same restrictions, as the same were then legally exercised by the Corporation. There is nothing in the Thames Conservancy Act of 1857 expressly altering or affecting this agreement of 1852. No reference to the agreements is contained in any part of the Act. There is no machinery in the Act to provide for the public discussion of a matter so intimately concerning London which the covenant of the agreements secures, and I cannot imagine that in the absence of direct enactment the inhabitants of London have been deprived of the means thus secured to them of preventing any illegal abstraction of water by the Companies.

I believe the Thames Conservancy Board have suggested that they have statutory power to dispose of such quantities of the Thames water as they may think fit, in consideration of a money payment. But it seems difficult to imagine that any such contention could be seriously supported in any Court. The powers transferred under this section (52) are powers with relation to the conservancy and the preservation and regulation of the River Thames, and the whole scope of the Act points to the *preservation* of the Thames and not to a disposal of its waters.

As there is nothing in any Act in any way directly authorising such an agreement as that made in 1886, it follows that, according to the contention of the Conservancy Board, there is no limitation on the amount of the water

* Appendix C, p. 81.

which they might dispose of. But it is impossible to imagine that, in appointing a body for the preservation of the river, Parliament has given it such a power as contended for.

Perhaps the advisers of the Thames Conservancy Board have overlooked section 5 of the Thames Conservancy Act, 1867, which makes it the duty of the Conservators to preserve and maintain the flow of the Thames and its tributaries down to the western boundary of the Metropolis.

It is, however, difficult to account for the proceedings of 1878 as above related, except on the hypothesis that the then advisers of the Thames Conservancy and the Companies well understood that the arrangement then contemplated would require Parliamentary authority.

Thames Conservancy Act, 1878.

In 1878 they tried to obtain this authority from a Committee of the House of Commons, but were refused on the express ground that they had given no evidence to show the propriety of their plan.* In 1886 they did, without again asking the sanction of Parliament, the very thing for which in 1878 they had been refused that sanction.

This Act of 1878 is worth attention, as well as the proceedings relating to it already narrated. The recital in the Preamble which states that the Companies by agreement with the Thames Conservancy Board make an annual payment for liberty to draw water from the Thames seems scarcely an accurate statement of the real facts of the case. The "liberty to draw water" from the Thames was conferred by Act of Parliament, and could not have been conferred otherwise. There is some general authority for the proposition that a title recited in an Act of Parliament must be assumed to have been strictly proved, and may be accepted as evidence of fact. But, looking at all the facts, it can hardly be assumed that this recital can be relied on as proving the title of the Conservators to unlimited liberty to dispose of the water of the Thames. It seems abundantly clear that if it could have had any such effect it would have been in direct opposition to the decision of the Committee who passed it.

It is also remarkable that such provisions as are contained in section 15 of this Act should have found a place in a Bill introduced by the Thames Conservancy Board; but it has been shown that it was introduced under very peculiar circumstances and in such a manner as to have escaped the observation and criticism which it would have provoked

* See account of proceedings before Sir Hussey Vivian's Committee, *supra*, p. 32.

had it been comprised in a Bill introduced by the Water Companies.

The section was designed to authorise any Company drawing—within its legal powers—more water from the Thames than it actually required, to enter into an arrangement with another Company or Companies for supplying them with any surplus water. But the phraseology of the section is somewhat obscure, and the effect of the Act is controlled by saving provisions, which must leave it somewhat doubtful whether, for instance, the Chelsea Company could draw from the Thames water *in excess of its own requirements*, but less than the total of 20,000,000 gallons a day, for supply to another Company.

One more fact to be noted in connection with this branch of the subject is the provision contained in clause 3 of the agreement of 1886,* which implies that Parliamentary authority would be necessary if the agreement was to be rendered valid.

Payments
under the
agreements of
1886.

In the year 1887 payments were for the first time made by the Water Companies to the Thames Conservancy in accordance with the agreements of 1886.

In the accounts of the West Middlesex Company a sum of £1500 appeared as a payment to the Thames Conservancy. Doubts as to the propriety of such payments having occurred to Mr. Allen Stoneham, of the Board of Trade, the Auditor of the Metropolitan Water Companies, he wrote to the Secretary of the West Middlesex Water Company, expressing the opinion that he was precluded from passing the increased payment to the Thames Conservancy Board, under the Agreement of 1886, by reason of the statutory limitation imposed on that Company by section 8 of the West Middlesex Waterworks Act, 1866. In the result the matter was referred to arbitration under the Metropolis Water Act, 1871, an agreement of reference being made in the following terms:—

Reference to
Sir Henry
James.

“THIS AGREEMENT made the 24th day of July 1888 between the Company of Proprietors of the West Middlesex Waterworks (hereinafter sometimes called the Company) of the one part and Allen Stoneham Esquire of the Board of Trade Whitehall in the City of Westminster the Auditor of the Accounts of the London Water Companies duly appointed under the provisions of the Metropolis Water Act 1871 section 38 (hereinafter sometimes called the Auditor) of the other part Whereas the Company have on or about

* *Supra*, p. 70.

the 27th day of December 1887 made a payment to the Thames Conservancy of a sum of £1500 And whereas on the Accounts of the said Company for the half-year ending on the 31st day of March 1888 being submitted to the said Auditor he objected to the said payment and wrote (under date of 1st June 1888) to the Secretary of the Company in the words and figures following—

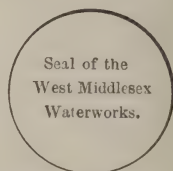
“Sir—Adverting to accounts of the West Middlesex Waterworks Company for the half-year to 31st March last I have to request that you will be so good as to call the attention of your directors to section 8 of the West Middlesex Waterworks Act 1866 which prohibits the Company from at any time taking from the River Thames any water in excess of twenty million gallons a day and that I am consequently precluded from passing an increased payment to the Thames Conservancy Board under an agreement which in consideration of such increased payment purports to authorise the Company to take twenty-four million gallons of water per diem.

I am, Sir, Your obedient servant,
(Signed) ALLEN STONEHAM.

The Secretary West Middlesex Water Company.”

And whereas the said Company think themselves aggrieved by the act and determination of the Auditor and it has been agreed between the Company and the Auditor that the matter in difference shall be referred to the determination of an Arbitrator agreed on between the Company and the Auditor in manner provided by the 42nd section of the said Metropolis Water Act 1871 and the Company and the Auditor have in pursuance of such section agreed to nominate and appoint as such Arbitrator the Right Honourable Sir Henry James Q.C., M.P., of New Court, Temple. Now the Company and the Auditor do in pursuance of such agreement hereby nominate and appoint the said Sir Henry James as the Arbitrator under the said 42nd section of the said Act. And it is hereby further agreed that this Agreement may be made a Rule of the Queen's Bench Division of the High Court of Justice by either party and further that in the event of either of the said parties disputing the validity of the said Award or moving the said Division or any other Division of the said Court to set the same or any part thereof aside or in any other event the Court shall have power at any time and from time to time to remit the matters hereby referred or any or either of them to the reconsideration and redetermination of the said Arbitrator and with

upon subject to such directions powers and terms as to the Court may seem proper. In witness whereof the said Company have hereunto set their Seal and the said Allen Stoneham has hereunto set his signature the day and year first above written.



(Signed) ALLEN STONEHAM."

The matter was discussed before Sir Henry James, who gave his Award as follows:—

Award of Sir
H. James.

" WHEREAS by a certain Agreement in writing dated the 24th day of July 1888 and made between the Company of Proprietors of the West Middlesex Waterworks (hereinafter sometimes called the Company) of the one part and Allen Stoneham Esq. of the Board of Trade Whitehall in the City of Westminster the Auditor of Accounts of the London Water Companies duly appointed under the provisions of the Metropolis Water Act 1871 sect. 38 (hereinafter sometimes called the Auditor) of the other part reciting that the said Company felt themselves aggrieved by the act and determination of the said Auditor objecting to a payment of the sum of £1500 made by the said Company to the Thames Conservancy Board it was agreed between the said Company and the said Auditor that the matter in difference between them should be referred to the determination of me Henry James of New Court Temple. Now I the said Arbitrator having taken upon myself the burthen of this reference and having duly weighed and considered the several allegations of the said parties do hereby make and publish my Award in writing of and concerning the matter in difference above referred to me that is to say I award and adjudge that the said payment of £1500 made as afore-said be allowed in the said accounts. In witness whereof I have hereunto set my hand this 9th day of November 1888.

Signed and published the 9th day of November 1888.

(Signed) HENRY JAMES."

I believe that, as the matter proceeded, the Auditor, Mr. Stoneham, found that he had not the means of employing counsel to advise him or to argue the case from a legal point of view, and consequently, therefore, the discussion

which took place before the Arbitrator was of a somewhat one-sided character, Mr. Stoneham appearing personally, and making such observations in support of his own view as occurred to him, the Company being legally advised and represented by counsel.

The Award of Sir Henry James has been referred to by the Thames Conservancy Board as having settled the question of the legality of these agreements. In their statement to the Royal Commission they say: "Sir Henry James was appointed * * * to arbitrate, and he decided *in favour of the legality of the Agreements*;" and again, later: "The decision of the Arbitrator *has set at rest* the question of the legality of the Agreements."

Effect of award as stated by Thames Conservancy.

I do not think that the Conservancy Board are correctly advised as to the effect of this Award. The Arbitrator's decision was not that the Agreements were valid, but that the particular payment which appeared in the Company's accounts should be allowed by the Auditor. This is clearly an entirely different matter. The question which I have raised upon these Agreements is as to the legal power of the Thames Conservancy Board to grant to any Water Company a right of taking water from the Thames, and as to the right of any Water Company to take water from the Thames, otherwise than under the authority of Parliament. Although no such power might exist on the part of either the Conservancy Board or the Company, yet the payment to the Conservators by the Company under paragraph 1 of the Agreement might have been within the competence of the Company, and one which ought to have been allowed by the Auditor. The Agreement of 1886 is one to which the Companies and the Conservancy Board alone were parties. The recitals (whilst they seem to me to be inaccurate to the extent already explained) will show that the Companies had agreed to pay a further sum to the Conservancy Board to aid in the "proper fulfilment of their duty as Conservators of the River;" and article 1 of the Agreement provides that the payments shall be continued so long as the Companies are "permitted" to draw water from the Thames as therein provided. The Conservators have continued to "permit" the Companies to draw the water (whether rightly or wrongly, and whether or not within their legal powers, is immaterial), and the Companies are therefore bound to continue the payment. But the Award does not in any degree touch the question of the assumed power of the Conservancy Board to dispose of the water of the river.

Real effect of award.

I have dealt with this subject in the case of the Chelsea

Company, as it stands first in alphabetical order. But it may be noted that this Company is confined to a comparatively small area, the greater part of which is already occupied by houses, and that even when the whole area is built over and supplied with water, the amount of water which this Company are likely to require for supply will be less than the 20,000,000 gallons which they are empowered to take.

The observations which I have made on the powers of the Thames Conservancy Board apply equally to the agreements which they have made with the other four Thames Companies.

The East
London
Company.

THE EAST LONDON COMPANY have power, under the East London Waterworks (Thames Supply) Act, 1867, to take water from the Thames at Sunbury. But section 21 of the Act * provides that the Company shall not in any one day take from the River Thames or its tributaries (except the Lee) more than the aggregate of 10,000,000 gallons. This Company has power, under section 6 of the same Act, to make certain works for collecting, storing, and distributing water.

It is a doubtful question whether the Company have any power to take more than 10,000,000 gallons a day in the aggregate from the Thames at Sunbury and the wells at Hanworth, although it is understood that they claim power to take at least 12,000,000 gallons—i.e., 10,000,000 gallons at Sunbury, and all they can get at Hanworth. If taking the Hanworth water is taking it from the Thames, or a tributary of the Thames, then it is clear that the Company are even now taking in excess of their authority.

The Grand
Junction
Company.

THE GRAND JUNCTION COMPANY.—The position of this Company is similar to that of the Chelsea Company. Their reservoirs and works at Hampton were authorised by section 23 of the Grand Junction Waterworks Act, 1852.

By section 36 they are empowered to draw water from the Thames, the power being limited in a similar manner to that of the Chelsea Company; and there is a subsequent agreement between this Company and the Conservators of the River Thames, dated the 23rd of December, 1886—both of which agreements are similar, *mutatis mutandis*, to those with the Chelsea Company.†

* This section (Appendix C, p. 46) differs in terms from the Chelsea section above discussed. [*Supra*, p. 68, and Appendix C, p. 41.]

† For copies of the agreements with the Grand Junction Company, see Appendix B, pp. 16 to 22.

THE LAMBETH COMPANY.—The bad condition of this Company's sources of supply previous to 1848 appears to have been as notorious as that of the sources of the other Thames Companies. But this Company took a step in advance of the others in recognising the necessity of removing their intake to a point more free from pollution. In considering, therefore, their legal position as affected by the parliamentary proceedings and enactments of 1849 to 1852, something may properly be conceded to them which would not be equally merited by the Grand Junction, Southwark, Chelsea, and West Middlesex Companies.

There is no doubt that a pressure which they could not resist was brought to bear on this Company. As they put it in their statement made to the Royal Commission, "Numerous petitions having been submitted, and urgent applications made to the Company for a proper water supply," "and the quality of the water at the intake at Hungerford having been growing from bad to worse," they applied to Parliament for, and obtained, the Lambeth Waterworks Act, 1848. They differ, therefore, from the other Thames Companies in the fact that they have not already been *compelled* by the direct action of Parliament to cease the supply of unsuitable water; but, equally with the other Thames Companies, they are affected by notice of the various Parliamentary proceedings and Acts which relate to those Companies.

The Lambeth Company under their Act of 1848 removed their intake to Seething Wells, at which place their works were in progress between 1850 and 1852. Like the other Thames Companies, they are subject to the "Metropolis Water Act, 1852."

The present power of the Lambeth Company to take water from the Thames and its tributaries depends upon their Act of 1871, which, by section 24,* makes permanently binding on them the agreement of the 24th day of June, 1851, which is in the following terms:—

"THIS INDENTURE made the 24th day of June in the year of our Lord 1851 between The Company of Proprietors of Lambeth Waterworks Incorporated by an Act passed in the Session of Parliament holden in the 11th and 12th years of Her Majesty the Queen of the one part and The Mayor and Commonalty and Citizens of the City of London of the other part Whereas previously to the passing of the said Act and on or about the 21st of February 1848 James Simpson Esquire Engineer and Messieurs Bell Steward and Lloyd Solicitors for and on behalf of the said Company

Their removal to Seething Wells.
Their agreement of 1852.

* Appendix C, p. 64.

made and signed an Undertaking in the words and figures following that is to say—‘Lambeth Waterworks Bill Extension of Works and improvement of supply of water. We hereby on behalf of the Company of Proprietors of Lambeth Waterworks undertake that as the Thames Navigation Committee are of opinion that the works in and communicating with the River Thames will cause the lowering of the water at Moulsey Lock so as to impede the navigation and render the deepening of the said Lock and dredging the River necessary for maintaining the required depth of water in the Navigation the said Company shall pay to the said Mayor Aldermen and Commons of the City of London two-thirds of the expense of such deepening of the Lock and Dredging Provided that such two-thirds shall not exceed the sum of £1000 And we do further undertake that after the completion of the works and commencing to take water from the River Thames the said Company shall pay to the said Mayor Aldermen and Commons of the City of London a yearly sum of £200 for the privilege of drawing not exceeding Twenty millions of gallons of water per day as and for a Rent and towards the expenses of maintaining the Navigation Provided always that in case the said Company shall wholly remove and take away their pipes or feeders to be laid under the authority of the intended Act into the said River Thames and shall not continue to take any water from the said River (except only where they now take the same at Lambeth) the said annual Rent or sum of £200 shall cease and determine Dated the 21st day of February 1848 James Simpson Engineer to the said Company Bell Steward and Lloyd 59 Lincoln’s Inn Fields Solicitors to the said Company.’ And whereas the Thames Navigation and Port of London Committee appointed by the Mayor Aldermen and Commons of the City of London in Common Council assembled have consented to the said Arrangement and it has been agreed that for the considerations hereinafter expressed and contained the said Mayor and Commonalty and Citizens and the said Company of Proprietors shall enter to and with each other into the covenants hereinafter mentioned And whereas the Thames Navigation and Port of London Committee being of opinion that the works of the said Company of Proprietors in and communicating with the River Thames which may be requisite for the purpose of enabling them to obtain a supply of water therefrom will cause the lowering of the Water at Moulsey Lock and in the said River between Moulsey Lock and Teddington Lock so as to impede the Navigation of the said River and render the deepening of the said Lock and Dredging the River necessary for maintaining the required depth of water in the Navigation the

said Company of Proprietors have proposed to contribute two-third parts of the expense of such deepening of the Lock and Dredging Provided that such two-third parts of such expense do not exceed the sum of £1000 and the said Company of Proprietors have also proposed to pay a yearly sum or annual payment of £200 for the privilege of taking water from the said River at Seething Wells in the Parish of Long Ditton to an extent not exceeding twenty millions of gallons during each 24 hours towards the expenses of maintaining the Navigation And whereas the said Mayor and Commonalty and Citizens have agreed to the terms so proposed by the said Company of Proprietors Now this Indenture witnesseth that it is hereby agreed and declared between and by the parties hereto and the said Company of Proprietors of Lambeth Waterworks for themselves and their assigns Do hereby covenant with the Mayor and Commonalty and Citizens of the City of London and their assigns in the manner following (that is to say) That they the said Company of Proprietors shall and will pay to and reimburse the Mayor and Commonalty and Citizens of the City of London upon demand two-third parts of all sum or sums of money which the said Mayor and Commonalty and Citizens shall lay out or expend in deepening the said Lock at Moulsey aforesaid and in Dredging the said River Thames between Moulsey Lock and Teddington Lock as aforesaid the amount of the expenditure so to be incurred by the said Mayor and Commonalty and Citizens in deepening the said Lock and in dredging the said River to be ascertained and determined by a Certificate in writing under the hand of the Engineer for the time being of the said Mayor and Commonalty and Citizens Provided always that the whole sum to be paid by the said Company of Proprietors as their proportion of the expenditure as aforesaid to the said Mayor and Commonalty and Citizens shall not exceed the sum of £1000. And the said Company of Proprietors do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens and their assigns That when and as soon as the said Company of Proprietors shall commence taking water from the said River Thames at Seething Wells aforesaid they the said Company of Proprietors or their assigns shall and will thenceforth yearly and every year thereafter during such time as they shall continue to take such water as aforesaid well and truly pay unto the said Mayor and Commonalty and Citizens and their assigns the clear annual sum of £200 free from any deduction or abatement whatsoever as a contribution towards the expense of maintaining and keeping open the navigation of the

said River such annual sum to commence from the day on which the said Company of Proprietors shall begin to take water from the said River at Seething Wells aforesaid and the first of such yearly payments to become payable and to be made at the expiration of twelve calendar months next thereafter. And the said Company of Proprietors do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens and their assigns That they the said Company of Proprietors or their assigns shall not nor will subtract or take away from the said River Thames at Seething Wells or at any other part of the said River westwards of Teddington Lock in any one day a larger quantity of water than twenty millions of gallons during each 24 hours without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained. And further that it shall be lawful for the Engineer for the time being of the said Mayor and Commonalty and Citizens and for the principal assistant of the said Engineer at all times to enter into and upon the works of the said Company for the purpose of ascertaining the quantity of water subtracted or taken by the said company from the said River. Provided always and it is hereby expressly agreed that the quantity of water to be so subtracted or taken by the said Company from the said River shall not be deemed to include such quantity or quantities of water as the said Company may temporarily divert for the condensing purposes of their Steam Engines and which quantity or quantities they shall return again into the said River at Seething Wells aforesaid or within half a mile thereof subject to the like power of entry and supervision by the said Engineer and his principal assistant. And this Indenture also witnesseth that it is hereby also agreed and declared between and by the parties to these presents and the Mayor and Commonalty and Citizens of the City of London Do hereby for themselves and their assigns covenant with the said Company of Proprietors of Lambeth Waterworks and their assigns in manner following that is to say That provided and during such time as they shall punctually pay the said clear annual sum of £200 on the days and times hereinbefore appointed for payment thereof and shall perform the covenants herein contained on their parts to be performed it shall be lawful for them the said Company of Proprietors and their assigns and that they the said Company of Proprietors and their assigns shall and may have liberty from and after the 25th day of June 1851 and thenceforth for ever from day to day to obtain draw and impound any quantity of water from that part of the said River Thames at Seething Wells afore-

said not exceeding twenty millions of gallons during each 24 hours. Provided always and it is hereby expressly agreed and declared between and by the parties hereto And these presents are upon this express condition that if at any time hereafter the said Company of Proprietors shall wholly take away and remove their said intended works pipes or feeders and shall entirely cease and abstain from taking any water from the said River Thames at Seething Wells aforesaid or from any other part of the said River except only where they took the same at Lambeth before and upon the said 21st day of February 1848 that then and in such case and immediately thereupon the agreement and covenant hereinbefore contained on the part of the said Company of Proprietors to pay the said annual sum of £200 shall absolutely cease and determine save only and except as to any arrears thereof which may be then due and owing and save also and except as to a proportionate part of the said sum of £200 for the interval which shall have elapsed between the day on which the said annual sum of £200 shall be payable and the day upon which the said Company of Proprietors shall cease to take water from the said River Thames at Seething Wells aforesaid or from any part of the said River other than and except at Lambeth."

[Here follow the provisions for securing the payments.]

The agreement is sealed by the Corporation and the Company.

This Company give their largest average daily supply for any month as 22,148,871 gallons (January, 1891).

Their claim
to pump
spring water.

They claim a power to pump what they call "spring water" to the extent of from 6,000,000 to 8,000,000 gallons a day from under their works at West Molesey. But it must be at least doubtful whether, having regard to their Act of 1871, and the agreement above quoted, this is legal.

Section 5 of the Lambeth Waterworks Act, 1883,* requires consideration here—though it will be again referred to later. This section empowers the Company to acquire in fee "in addition to any lands which they are authorised to acquire and hold under the powers of their existing Acts" (*i.e.*, under any Act relating to the Company) "or this Act" "any land not exceeding in the whole twenty acres. And the Company on such lands may sink wells and shafts and may" "supply water therefrom." This power, therefore, does not apply to any of the lands "acquired under the powers of the existing Acts or this Act" (*i.e.*, the Act of 1871) except lands (if any) not exceeding twenty

* Appendix C, p. 65.

acres, acquired under the special provisions of this section in addition to the other lands which the Company were authorised to acquire.

Their Agree-
ment of 1886.

This Company has an agreement of the year 1886 with the Thames Conservancy Board, of which a copy is given in the Appendix.*

The South-
wark and
Vauxhall
Company.

THE SOUTHWARK AND VAUXHALL COMPANY derive their power to take water from the River Thames from section 42 of their Act of 1852. This power is again subject to agreements similar to those relating to the other Thames Companies, copies of which are set out in the Appendix.†

Act of 1852.

This Company has a power under Section 53 of their Act of 1852, to purchase streams and easements, &c., but this power would, of course, be subject to the condition limiting the abstraction of water from the Thames, and would not enable them to take any stream or divert any water in which riparian owners or others had interests lower down.

Act of 1886.

The Southwark and Vauxhall Company's Act of 1886 contains an express reservation of the agreement of 1st July, 1852.‡ It is provided by section 12, par. 6 of the Act of 1886 that the Act shall not authorise the Company to take from the River Thames in any one day a larger quantity of water than the twenty millions of gallons to which they are restricted by the agreement, without the consent of the Conservators in writing. This enactment differs from the similar enactment relative to the Lambeth Water Company (section 24 of the Lambeth Waterworks Act, 1871),§ as it contains the words "without the consent of the Conservators in writing," which do not appear in the Act of 1871. It is, however, impossible that a saving clause of this kind could confer on the Conservators any further legal power than they then possessed. It is a saving or protective clause, and extends neither the powers of the Company nor of the Conservators; it merely provides that no provision contained in the Act of 1886 should authorise the Company to draw more than the twenty million gallons without the consent of the Conservators. This may possibly be held to imply that something in the earlier part of the Act authorises the appropriation of more than twenty million gallons from the Thames. But, in my opinion, the Act, although it contains authority to construct certain lines of pipes, does not confer on the Company any further power of taking water from the Thames over and above that which they previously possessed.

* Appendix B, p. 35.

† Appendix B, pp. 23-28.

‡ Appendix C, p. 75.

§ Appendix C, p. 64.

THE WEST MIDDLESEX COMPANY.—The power of this Company to draw water from the Thames is derived from section 21 of the West Middlesex Waterworks Act, 1852,* the Company's power under that section being controlled by an agreement with the Corporation of London similar to those which exist with the other Companies. By section 8 of the West Middlesex Waterworks Act, 1866, it is expressly provided that the Company shall not at any time take from the River Thames any water in excess of the quantity of twenty million gallons a day.

The West Middlesex Company.

The agreements of this Company are set out in the Appendix.†

The arbitration before Sir Henry James dealing with this Company's payments to the Thames Conservancy has been considered above.‡

The Powers of the Water Companies to derive water from the River Thames, or its tributaries, may be summarised as follows:—

Summary of powers to take water from the Thames.

Name of Company.	Reference to Enactment.	Quantity.
Chelsea . .	Chelsea Waterworks Act, 1875 (section 25).	20,000,000
East London .	East London Waterworks Act Thames Supply 1867 (section 21).	10,000,000
Grand Junction .	Grand Junction Waterworks Act, 1852 (section 36). Limited by the agreement with the Corporation of London.	20,000,000
Lambeth . .	Lambeth Waterworks Act, 1871 (section 24).	20,000,000
Southwark and Vauxhall.	Southwark and Vauxhall Water Act, 1852 (section 42) and Southwark and Vauxhall Water Act, 1886 (section 12).	20,000,000
West Middlesex .	West Middlesex Waterworks Act, 1866 (section 8).	20,000,000
Total .		110,000,000

In the foregoing calculation I exclude the additional 20,000,000 gallons which the Companies claim a right to take from the Thames under agreements with the Thames Conservancy. It seems clear that as regards most of the

* Appendix C, p. 77.

† For copies of the agreements, see Appendix B, pp. 29–34.

‡ See *supra*, p. 74.

Companies it is illegal. It is expressly prohibited by statute under the sections above referred to in the case of the Chelsea Company, the East London Company, the Lambeth Company, and the West Middlesex Company. As regards the Southwark and Vauxhall Company the power is limited to 20,000,000 gallons under the old agreement with the Corporation of London, nor do I find any other power in any other statute of this Company authorising them to take any larger quantity. The question may arise as to whether the Corporation of London or the Conservators of the Thames are the persons legally entitled to take action at any time should it be desired to restrict the abstraction of water from the Thames by this Company to the 20,000,000 gallons.

As regards the Grand Junction Company the matter depends solely upon the old agreement with the Corporation of London, and probably the statutory position of that Company is that it may take water from the Thames subject to the liability to be restricted to 20,000,000 gallons by the Corporation of London, the Conservators, or any other parties who may be legally entitled to enforce the terms of the agreement.

But while the maximum amount which the several Companies may take from the Thames is thus limited to 110,000,000 gallons per day, each Company is only authorised to take as much as it requires for the use of the consumers whom it supplies, and as has been already observed in the case of the Chelsea Company, the amount actually required and which that Company may legally take is at present considerably short of 20,000,000 gallons.

I have no means of ascertaining whether there exist as between the Companies any agreements for what may be described as "inter-sale" under section 15 of the Thames Conservancy Act, 1878. If any such agreements subsist and are relied upon by either Company, their terms would require close examination in connection with the enactments relating to the matter, and the dates at which they were entered into.

VII. THE POWERS OF THE WATER COMPANIES TO TAKE WATER FROM THE RIVER LEE.

The powers claimed by the EAST LONDON COMPANY include— The East London Company.

(a.) The intake of water from the River Lee at Enfield Lock and Ponders End.

(b.) The obtaining of water from deep wells in the chalk; there being now in operation wells at Walthamstow, Chingford, Lee Bridge, and Waltham Abbey; while the Company state that the sinking of further wells is either in progress or contemplation;

as well as—

(c.) The obtaining of water from the Thames at Sunbury.

(d.) The obtaining of water from springs at Hanworth, Middlesex.

It is impossible to examine the statutory enactments dealing with the water of the River Lee without perceiving their extreme complication and their difficulty of interpretation, while the numerous saving and protective sections inserted in the various Acts leave the whole question of the rights of the East London Company and the New River Company to take water from the Lee in a position of obscurity and doubt. Acts relating to the River Lee.

The Lee Conservancy was originally established under commissions issued pursuant to the Acts of 1424 (3 Hen. 6) and 1430 (9 Hen. 6), and it is presumed that the Conservancy still act under those commissions, with and subject to the various enactments relating to the River Lee which have been since passed.

The waters under the control of the Lee Conservancy Board consist of the River Lee, from its rise in the County of Bedford to Bow Creek, together with the tributaries, as defined in section 3 of the "Lee Conservancy Act, 1868;" and also of the River Lee Navigation, which commences at the town of Hertford, and passing through Ware, Broxbourne, Tottenham, and Hackney, joins the Thames at Limehouse and Blackwall.

Lee Conservancy Board.

The Lee Conservancy Board is now constituted as follows:—

Nominated by.	Number of Conservators.
Riparian Owners	5
Owners of Barges	1
Local Authorities	1
New River Company	2
East London Water Works Company	2
Corporation of London	1
London County Council	1

The relations subsisting between this Board and the River Lee Water Companies appear to be very intimate; and it is probable that the Companies have a preponderating influence in the management of the affairs of the Board.

Interest of
London
County
Council in
preserving
River Lee.

The observations as regards the altered position of the Water Companies under the "Local Government Act, 1888," which have already been made with reference to the Thames Companies apply equally, and perhaps more forcibly, in the case of the River Lee. The unsatisfactory condition of the River Lee caused by the abstraction of water therefrom has been long notorious. The London County Council, in the first period of its existence, took an important step in the purification of this river. By the "Tottenham and Wood Green Sewerage Act, 1891," the Council have taken over the whole of the sewage of Tottenham into the main sewerage system of London, the sewage having been formerly treated on the banks of the river, where the Tottenham Local Board were placed under obligation (which it was said they were often unable to fulfil) not to discharge anything but a purified effluent. This operation has involved a considerable expenditure and liability on the part of the London County ratepayers for the purpose of removing from the River Lee a single source of pollution. Other steps will be probably taken in the same direction, and it must be assumed that the London County Council will take care that no water is improperly diverted from the River Lee which ought to flow down the river or navigation, and to assist in removing the impurities of the lower reaches of the river, where they pass through the County of London, or along the county boundary. Possibly it may also at no distant time be recognised, having regard to the extent to which London is concerned in the purification of the Lee, that the responsibility for its conservancy ought to be placed

in the hands of the London County Council, or of a board upon which they are largely interested, rather than that it should be retained in the hands of a body so largely composed of the representatives of conflicting interests.

In the statement submitted to the Royal Commission by the Lee Conservancy Board the following significant paragraphs occur:—

“Considering the large quantities of water taken by the two Companies from the River Lee and the altered circumstances since the rents were fixed in 1855, the Lee Conservancy Board are of opinion that the payments made by the Companies to the Lee are insufficient and should be increased. Other reasons for this are: That the abstraction of so large a quantity of water does not leave sufficient to keep up the navigation head levels, especially in the lower reaches of the river; more money has to be expended in dredging than was done in former years to enable barges to pass.”

“The Board have the prior right to pass down the river for the purposes of the navigation certain quantities of water as set forth in section 11 of the Act of 1855, BUT WERE THEY TO DO THIS REGULARLY (AND THE TRADERS HAVE FREQUENTLY DEMANDED IT), THE WATER COMPANIES’ SUPPLY WOULD FALL SHORT. THE NAVIGATION NEVER TAKES ANYTHING LIKE THE RESERVED DAILY QUANTITY.”

It may be noted that in the River Lee Water Act, 1855, section 9,* it is provided that: “Subject to the provisions of this Act all the water from time to time flowing into or down the River Lee and the navigation thereof which the Trustees have now power to sell under the Trustees Act of 1850” (except as reserved for the navigation) “is by this Act transferred to and shall be absolutely vested in the two Companies” (viz., the New River and East London Companies) “for ever. Provided always that nothing herein contained shall be held to give to the two Companies or either of them any right to such water which does not now belong to the Trustees or which they have not now the power to sell.”

Doubts as to title of Water Companies to take water from the River Lee.

Before therefore these two Companies can substantiate their claim to take any water under this section they must first prove:—

- (1.) That the Trustees had power to sell, and
- (2.) That there is nothing in the provisions of the Act of 1855 which affects the question.

Any full discussion of this subject would exceed the limits of this paper.

* Appendix C, p. 98.

The actually existing power of the Companies to take water from the River Lee depends upon a very close and minute investigation of these Acts which has not heretofore, so far as I am aware, been undertaken, possibly because, under the existing state of things the Lee Conservancy Board is largely interested in selling to the Companies every drop of water except such as is required for the purposes of the navigation, and the published statements go to shew that so long as the Conservancy Board can keep those whom they call "the traders" quiet, they prefer to cut short the supply to the navigation rather than place the Water Companies under the necessity of going elsewhere for water.

In estimating, therefore, the reliance to be placed for the future on the water derivable from the River Lee, not only must these facts be taken into consideration, but it must be borne in mind that as the population in the Lee Valley increases the abstraction of water at the Companies' intakes becomes an increasingly serious question, and applications may be made to Parliament similar to those of 1852 to extinguish or restrict such legal powers as exist.

Committee on
Lee River
Purification,
1886.

In the year 1886 a Select Committee was appointed "to inquire into and report upon the condition of the River Lee, and to make such recommendations as may appear necessary."

This Committee, of whom Sir Charles Russell—then Attorney-General—was Chairman, ultimately reported as follows:—

"Your Committee have examined numerous witnesses upon the matters referred to them, but have not, owing to the dissolution of Parliament, sufficient time to fully consider their report. They have, therefore, agreed to report the evidence they have taken to the House, and recommend that a Committee be appointed on the assembling of the next Parliament to consider their Report on the evidence already taken, and, if desirable, to take further evidence.

"Your Committee desire to add that a Bill is now passing through Parliament by which the diversion from the River Lee of the effluent from the Tottenham Sewage Works will be effected; but this measure is merely temporary, and will not fully deal with the difficulties of the case. Without desiring to prejudge the fuller consideration of the question of the purification of the River Lee as a whole, your Committee desire to point to the mode in which the sewage which formerly polluted the River Thames in its passage through London was dealt with by the Metropolitan Board

of Works, as affording a precedent which ought to be considered in connection with the River Lee, and which, if followed, might be expected to remedy the more flagrant evils complained of at the earliest practicable date.

“Further, it appears from a return handed in by the engineer of the Lee Conservancy Board, at the request of your Committee, that that Board have passed through their locks a much smaller quantity of water than they are entitled to take in priority to either of the two Water Companies, viz., the New River Company and the East London Company; whose supplies are largely derived from the Lee. There is, therefore, should the state of the river require it, a large quantity of water available for use by the Lee Conservancy Board, and your Committee hope that the Board will duly exercise their rights during the dry season of the coming summer.”

“18th June, 1886.”

In the course of the inquiry some legal evidence was given by Mr. Robert William Parker, then Solicitor to the Tottenham Local Board, as to the powers of the Companies in respect of the abstraction of water, and this evidence will be found appended to the Report from the Committee.* Mr. Parker was examined by the Attorney-General (Sir Charles Russell), and his evidence indicates some of the great difficulties which arise in interpreting the powers of the Companies.

Section 9 of the River Lee Water Act, 1855, vests in the Companies any waters “which the Trustees had then powers to sell under the Trustees Act of 1850.” Mr. Parker appears to have thought that the Trustees had no power to sell, or that if they had any power to sell it could only have been derived from section 68 of the Act of 1850.† But that section only authorises the Trustees to “contract and agree,” with an express provision that there shall be inserted in every such contract such “conditions and stipulations as the Trustees of the River Lee shall in their discretion think necessary or advisable for insuring such a supply of water for the purposes of the navigation as shall be necessary for the present or future traffic thereon, and for effecting and making available the improvements by this Act authorised to be made in the navigation, or such part of the improvements as the Trustees shall think it advisable from time to time to provide for.”

River Lee
Act, 1855.

* Rivers Pollution (River Lee) Report and Evidence. Ordered to be printed, 18th June, 1886. See page 222, &c

† Appendix C, p. 95.

Even, therefore, if there were any water which could be vested in the Companies under section 9 of the Act of 1855, as water, which the Trustees had then power to sell under the Trustees Act of 1850, the Act of 1850 would require a very close examination before the extent and amount of that water could be ascertained, while no sale under that section could have been valid unless in pursuance of a contract which should contain conditions and stipulations for insuring a supply of water for the purposes mentioned in the section.

It has to be considered whether the Act of 1850 can be held to extend to give the Trustees any new power to sell any water at all, or whether section 68 of that Act was not rather a mere enabling power to enter into and execute a particular class of contracts, provided they dealt with the subject matter of their existing powers and were limited in the public interest by conditions of a prescribed character.

The phraseology of section 9 of the Act of 1855 clearly shows that the water of the Lee is regarded as divided into classes.

There is *first*, a quantity reserved for the purposes of navigation; *secondly*, certain water (over and above the quantity reserved for the purposes of navigation) which the Trustees had no power to sell under the Act of 1850; *thirdly* (possibly), some which they had power to sell under the Act of 1850. The whole framework of the section and especially of the proviso reveals an apprehension that the Trustees might be wishing to get power to sell the water, or a recognition of some claim to sell the water, and the Act is carefully guarded so as to provide that the two Companies shall not take either. (1.) Any part of the quantity reserved for the purposes of navigation, or, (2.) Any part over and above this quantity unless the Trustees had previously a power to sell it, which was doubtful.

Again, on the hypothesis that there was any water in the River Lee which the Trustees could have sold, and which was therefore vested in the Companies under the Act of 1855, it will be seen that a very large number of rights as regards the water are expressly reserved by the Act, and that any vesting under section 9 of the Act is subject to the provisions of the Act. Some of these saving provisions are set out in the Appendix. But several of them are of such a character that it seems almost impossible to conceive that any abstraction of water under section 9 of the Act could be effected without a serious risk of being liable to restriction by reason of something contained in some of these protective provisions.

The inquiry commenced in 1886 was not proceeded with. Sewage of
Tottenham.
At a later period of the Session an arrangement was arrived at between the Tottenham Local Board of Health, the Lee Conservancy, and the Metropolitan Board of Works, under which the latter body agreed to receive the sewage of Tottenham for a limited period into the main drainage system of the Metropolis. This arrangement was to expire after three years from the passing of the Act of 1886, unless extended by agreement with the Metropolitan Board of Works; but was to expire in any event on the 25th June, 1891. It was, however, extended by the "Tottenham Local Board Act, 1890," for a further term of six months. But a fresh arrangement was made in the year 1891 with the London County Council, under which that body agreed to receive the Tottenham sewage in perpetuity. The arrangement was embodied in the "Tottenham and Wood Green Sewerage Act, 1891," to which reference has already been made.

Meanwhile, the urban population of London and West Ham on both sides of, and in immediate contiguity to, the River Lee, has increased with great rapidity. The importance, therefore, of maintaining an abundant flow of water down the River Lee in the interest of the inhabitants of London and West Ham has increased, and is steadily increasing; the effect of the Act of 1891 may be to divert from the river, along with the Tottenham sewage, a considerable portion of the storm waters which have heretofore contributed to the flow of the river in its lower reaches, and it may become essential in the early future that the exact legal rights of the Companies to abstract the water of the River Lee should be carefully considered and checked.

VIII. THE NEW RIVER COMPANY.

New River
Company.

The rights of the NEW RIVER COMPANY depend upon a charter of King James I., and upon a large number of provisions scattered about in the voluminous Acts relating to the River Lee. The legal position of this Company is therefore not easy to determine.

The Company claim power to take water to an extent which they estimate at about 34,000,000 gallons per day from the Chadwell Spring and Wells. They have also a power to take water from the River Lee to an extent which, as has already been explained with reference to the East London Company's powers, is open to much doubt. This Company also claim power to derive water from wells, but I am not able at present to express any opinion as to the extent of the legal rights in this respect which this Company may possess.

In examining the Company's Acts it will be noted that the New River Company's Act of 1852 refers to the old Acts of the Company, which are not repealed, and section 75* of that Act provides that it shall not take away, lessen, or prejudicially affect any of the then existing rights of the Company under Royal Charter, Letters Patent, Act of Parliament, prescription, usage, or otherwise, "except so far as the same are necessarily altered by this Act." None of the Acts appear to give any specific power of making wells or of pumping water. Section 9 of the Act of 1852 refers† only to the works specifically authorised by that Act. The clauses of the Waterworks Clauses Act, 1847, with respect to the construction of waterworks, are not incorporated (section 3), and it is also expressly provided that they shall not apply to any works constructed or lands acquired by the Company previously to the passing of that Act.

The New River Company's (Hertford Sewerage Diversion, &c.) Act of 1854 authorises no new waterworks, the works being works of sewerage and drainage. The New River Company's second Act of 1854 authorises certain works described in section 5, to which the provisions of section 6 of that Act have reference.

* Appendix C, p. 69.

† Appendix C, p. 68.

The Act of 1857 also authorises a specific work (described in section 21 as a “drain or sewer”) to which the provisions of section 24 of the same Act apply. But there does not seem to be any general power in any recent Act of the Company which would authorise the use of wells and the abstraction of water from wells, while whatever may be the effect of the Waterworks Clauses Act, 1847, section 12, that section does not apply to any works or lands of the Company other than to the specific works authorised by the respective Acts of 1854 and 1857.

I have set out in the Appendix D a copy of such parts of the Charter of King James I. as appear now material.

It would be a matter of much difficulty to determine at the present time the precise effect of the old Statutes. Some of them may have been modified or controlled by subsequent legislation, or some of the provisions contained in them may be inconsistent with other later enactments, and it may be doubtful which would prevail.

It is moreover quite possible, having regard to the fact that enactments relating to this Company are found in some Statutes which have general reference to the Conservancy of the Lee, that there may be enactments in force which have been overlooked.

In the Appendix D, after the extracts from the Company's Charter, I have referred to some provisions of the old Statutes which may still have importance.

The Com-
pany's
original
Charter.
Their old
Statutes.

IX. THE POWERS OF THE LONDON WATER COMPANIES TO DERIVE WATER FROM WELLS.

A consideration of the powers of the London Water Companies to derive waters from wells divides itself into two heads:—

General considerations.

1. Powers of the Company as an owner of land in fee to take underground water irrespective of statutory enactments.
2. The express statutory enactments under which the Company claims the right to appropriate and dispose of underground water.

1. POWERS OF THE COMPANY AS AN OWNER OF LAND IN FEE TO TAKE UNDERGROUND WATER IRRESPECTIVE OF STATUTORY ENACTMENT.

There have been a large number of cases decided from time to time in the Courts relating to the appropriation of underground waters, and it is commonly asserted in text-books dealing with this subject, that “there is no property in underground waters,” from whence it is assumed that any owner of land has, by right of ownership, and independently of statute, a power to take all the water which can be found under the soil owned by him, and to use it for any purpose; the authority for this proposition being stated to be the old case of *Chasemore v. Richards*.

I think some confusion has arisen from the reference to this case as a “leading case,” and from the assumption that it established any such general proposition as is claimed for it. In fact it merely decided what was the proper legal position in circumstances of an exceptional character, and does not in any way decide the right of any one of the London Water Companies to appropriate, sell, and dispose of underground water apart from statutory enactment. I incline to the opinion that the London Water Companies being created, constituted, and empowered by statute, possess the powers conferred upon them by statute, and no other powers. At all events, it seems to me that, until the contrary is expressly decided by the Courts of Law, it would be unsafe to assume that either of the London Water Companies, merely by reason of owning land, can appropriate and sell water from under that land, unless it is expressly

authorised so to do by statute. If this be so, it becomes unnecessary to examine in any detail the exact nature of the rights which an individual owner of land possesses in this respect by common law.

But it seems to me that the cases have, in fact, decided that, where water can be found underground (not flowing in any known channel, or a channel capable of definition), the owner may appropriate and use that water, and supply it by arrangement to other inhabitants of the same district, and possibly beyond. If, however, it can be established as a matter of evidence that an owner of land is abstracting from the subsoil, for purposes of sale and distribution, water finding its way into a stream in which other persons have rights, such persons might have a right to prevent such use of the water. It may be noted that, if the Water Company has the power, by virtue of ownership of land, to obtain and appropriate water from the subsoil, and to sell and distribute that water, a great part of the statutory enactments relative to the London Water Companies are superfluous. The Kent Company, for instance, by the sections mentioned in the observations with reference to that Company's powers, have express statutory rights conferred upon them to make wells and obtain water on any lands belonging to them; and under the Waterworks Clauses Act, 1847 (the public statute regulating the powers of Water Companies, and incorporated in all the special Acts), certain express powers as regards taking waters temporarily during the construction of works upon lands acquired by the Company are given; and if Parliament has found it necessary and proper to confer by express enactment powers of making wells and taking water from lands owned by the Company, this would seem to support the contention that, unless these powers are conferred by statute, the mere fact of owning land would be insufficient to authorise their exercise.

The theory that a Water Company, in its capacity of owner in fee, has not the same right of dealing with underground water as the former individual owner, suggests a question as to what has become of the rights of the former owner. It may be urged that as the vendor conveyed all his estate and rights in the land to the Company, such rights as he possessed of abstracting underground waters have passed away from him, and as they have not been extinguished must continue exerciseable by the Company. But it may be answered, on the other hand, that many rights in land appertaining to a former owner become incapable of exercise after the conveyance to a Company constituted and acting under statute, inasmuch as every such Company can only do what it is empowered to do by statute.

2. THE EXPRESS STATUTORY ENACTMENTS UNDER WHICH THE COMPANY CLAIMS THE RIGHT TO APPROPRIATE AND DISPOSE OF UNDERGROUND WATER.

It becomes necessary, therefore, to investigate closely the statutory enactments relating to the Company before the powers in this respect which they possess can be ascertained.

The powers
of the Thames
and Lee
Companies.

In regard to the *Companies other than the Kent*, their rights of taking water from wells seem very doubtful; but whether such Companies or any of them have such power, and if they have what is the extent and limits of such power, would involve a discussion at considerable length, not only of the general law in relation to the appropriation of underground waters, but of all the specific enactments, in their varying phraseology, of the different Companies. It seems undesirable, therefore, at present to deal at great length with rights the nature and extent of which, if and when disputed, would probably only be set at rest after protracted litigation, but a few observations may indicate the nature of the considerations which will have to be regarded.

The Chelsea
Company.

The CHELSEA WATER COMPANY appear not to claim power to take water from wells, nor can I find any such power in their Acts.

The East
London
Company.

The EAST LONDON COMPANY, according to their statement, propose to meet the present and prospective demands for water by a supply as follows:—

	Gallons per day.
From the Lee and storage reservoirs	30,000,000
From the Thames	10,000,000
From the existing gravel springs at Hanworth	2,000,000
From the Company's existing wells in the Lee Valley	11,000,000
	53,000,000
From further wells some of which are now being sunk	13,000,000
	66,000,000

And in an earlier part of their statement the Company allude to the fact that having been authorised in former years to take water from the Lee and Thames “in 1881 and

1886 Acts were passed for increasing the capital of the Company, *and in the latter Act the Company took power to sink wells.*"*

This Act of 1886 by section 2 incorporates the provisions of the Waterworks Clauses Act, 1847, the only part of which material to the present purpose is section 12, which is as follows:—

"*Subject to the provisions and restrictions in this and the special Act* and any Act incorporated therewith, the undertakers may execute any of the following works *for constructing the Waterworks*; † (that is to say):

Waterworks
Clauses Act,
1847, sec. 12.

They may enter upon any lands and other places described on the said plans and in the said books of reference, and take levels of the same, and set out such parts thereof as they shall think necessary, and dig and break up the soil of such lands, and trench and sough the same, and remove or use all earth, stone, mines, minerals, trees, or other things dug or gotten out of the same:

They may from time to time *sink such wells or shafts*, and make, maintain, alter, or discontinue such reservoirs, waterworks, cisterns, tanks, aqueducts, drains, cuts, sluices, pipes, culverts, engines, and other works, and erect such buildings, *upon the lands and streams authorised to be taken by them as they shall think proper, for supplying the inhabitants* of the town or district within the prescribed limits with water:

They may from time to time divert and impound the water from the streams mentioned for that purpose in the special Act, or the said plans, or books of reference, and alter the course of any such streams, not being navigable, and also *take such waters as may be found in and under or on the lands to be taken for constructing the works*:

Provided always, that in the exercise of the said powers the undertakers shall do as little damage as can be, and in all cases where it can be done shall provide other watering places, drains, and channels for the use of adjoining lands, in place of any such as shall be taken away or interrupted by them, and shall make full compensation to all parties interested for all damage sustained by them through the exercise of such powers."

* Statement of East London Company to the Royal Commission on Metropolitan Water Supply, 1892.

† The important words are given in italics. The expression "the waterworks" is defined (section 3 of the Act) to mean the waterworks, and the works connected therewith by the special Act authorised to be constructed.

Gives no
power of
permanently
taking water.

On this section I would point out that it is entirely "subject to the provisions of the special Act," and it seems to me that, where it is incorporated with a special Act authorising the construction of works, then, subject to the provisions of the special Act, the Company may (for constructing the Waterworks authorised by the special Act) sink wells or shafts, and may, for constructing the works so authorised, take such waters as may be found in and under or on the lands to be taken for constructing the works. The section implies (as, indeed, is clear from the whole tenor of the Act) that the actual Waterworks to be constructed and used for the purpose of water supply will be clearly defined and authorised by the special Act; this section only giving incidental, subsidiary, or ancillary powers to carry into effect operations which may be necessary or desirable for "constructing the Waterworks." I do not think, therefore, that this section, when properly examined, confers any power on a Company to take and use, for purposes of supply, any water over and above that which they may be expressly authorised to impound or appropriate under the provisions of the special Act.

It may be observed moreover that the opening words of the section, which govern the whole, purport to authorise the execution of works "for constructing the waterworks;" so that the section is open to the interpretation that, in so far as it authorises the taking of waters, they are only to be waters required for use for constructing the works. That this interpretation has been given to the section by the East London Water Company, and indeed all water companies, seems clear also from the form of their special Acts. The Act of 1886, referred to by the Company as that in which they took power to construct wells, authorises (by section 4) the making of certain specific works, *i.e.*, a well and pumping station within the lines and situations and according to the levels shown on the deposited plans and sections, and gives them a special power to take, use, and appropriate for the purposes of works authorised by that Act waters found on or under any lands acquired by the Company under the powers of that Act, and, therefore, the extent of this Company's powers to derive water from wells appears to be limited to the specific works shown on the deposited plans and authorised by the Act of 1886.

East London
Act, 1886.

Special attention is however necessary to section 12 of the East London Waterworks Act, 1886. Probably the Company may rely on this as giving them a general power to sink wells and take underground water anywhere. But the section is at once open to the obvious remark, as a

matter of interpretation, that if Parliament had intended to give to this Company an unlimited power of abstracting water from beneath all the lands from time to time vested in them it would have been easy to say so in express words. No doubt the section was presented to Parliament in this form in order to avoid the opposition which any direct attempt to obtain any such power would have involved. Neither the section nor the marginal note contain a single word to suggest that the section has any reference to wells or water, and if it can carry the meaning placed upon it by the Company it will remain as a remarkable specimen of ingenious drafting.

Probably however, according to the ordinary rules of interpretation, any court would be unwilling to give this section an effect at once so large and so concealed if any other intelligible meaning could be reasonably given to it, and I think it may have a more limited meaning as follows:

“If the Company require to exercise any of the subsidiary powers of section 12 of the Waterworks Clauses Act for the purposes of the undertaking, *i.e.*, under the definition of sections 2 and 3 of the Act of 1847, the particular works authorised by section 4 of the East London Waterworks Act, 1886, the Company may execute those works upon any lands held for the general purposes of their undertaking, as well as on the lands which they would be authorised to acquire under the East London Waterworks Act, 1886.”

! By section 4 of the East London Waterworks Act, 1886, as quoted in the Appendix, the Company have an express power to make—

“A well and pumping-station to be situate wholly in the township of Waltham, in the parish of Waltham Holy Cross, otherwise Waltham Abbey, in the county of Essex, on certain lands forming portion of the lands numbered 67 on the $\frac{1}{2500}$ Ordnance map of the said parish of Waltham Holy Cross, in the county of Essex, and belonging or reputed to belong to the Lee Conservancy Board.”

And as regards that particular well and pumping-station and the appropriation of water for the purposes thereof, their power under the Act of 1886 seems clear.

[*Note*.—Since the observations in this Chapter on the effect of the Waterworks Clauses Act, 1847 (section 12) have been in type, my attention has been directed to the very important judgment of Lord Westbury (Lord Chancellor) in the case of *Simpson v. South Staffordshire Waterworks Company* ('Law Journal Reports,' N.S., vol. xxxiv., pp. 380-391). This judgment appears to afford a strong general confirmation of the views which I have expressed as to the proper interpretation to be placed in this matter upon the Acts of the London Water Companies.

This case involved a very close and critical examination of a claim to power for abstracting underground water under conditions very similar to those which prevail in the case of the London Companies.

Lord Westbury, at the outset of his judgment, expresses his concurrence with the rule laid down by Lord Cottenham at an early time of the administration of justice with regard to railway works and other works of a similar description—

“That it was incumbent upon the Company to prove clearly and distinctly from the Act of Parliament the existence of the power which they claimed a right to exercise; and if there was any doubt with regard to the extent of the power claimed by them, that doubt undoubtedly should be for the benefit of the landowner, *and should not be solved in a manner to give to the Company any power that was not most clearly and expressly defined in the statute.*”

And Lord Westbury further remarked, with reference to a point that was much dwelt upon in the argument, namely, the effect of the incorporation of the general Act into the special Act—

“That the general Act must be looked at with reference to the powers conferred upon Companies of dealing with the land when acquired, but that it is to the special Act that you must especially have regard for the purpose of ascertaining what I may call the contract between the landowner and the Company, and the power which the Company has conferred upon it of taking the land of the landowner.”

The question which arose in this particular case was, whether the South Staffordshire Waterworks Company, having statutory power to acquire lands for the purpose of a particular waterwork, were empowered to exercise powers which they claimed in the following terms:—

“ We propose to construct the said aqueduct through the said field in tunnel, and for that purpose to sink one or more shafts, and we are now sinking a shaft in the same field. And we are advised, and believe that it may be necessary for the purposes of the said aqueduct, to sink other shafts in the said field or to make an open cutting therein. We also propose to erect, and we are now erecting upon the said field a steam-engine, with engine-house, boilers, and apparatus for the purpose of pumping water during the construction of the said tunnel into our present aqueduct and sending it into the reservoirs, and when the said aqueduct is completed stationary pumping-engines will always be required for pumping water into our present aqueduct and sending it into the reservoirs, and the said field is the most suitable station for such stationary pumping-engines, and we propose and intend to use it permanently for that amongst other purposes authorised by the said Act of 1864. We also propose and intend, in exercise of the powers given to us by the Waterworks Clauses Acts, 1847 and 1863, to sink in the said field such wells or shafts from time to time as we may think proper for the supply of our prescribed limits with water, and from time to time to take such water as may be found in or under the said field, and for those (amongst other purposes) authorised by the Act of 1864 we require the said field permanently.”

Those who argued the case for the Company relied especially on the fact that section 12 of the Waterworks Clauses Act, 1847, was incorporated with the special Act. The Lord Chancellor deals with the whole scope of the Waterworks Clauses Act, 1847, and shows from a critical examination of it throughout that it was not intended to confer any powers upon the Company otherwise than such as are of a purely incidental character, and that as the special Act had authorised the construction of certain waterworks specifically defined, but had not in fact authorised the sinking of shafts and pumping apparatus as contended for by the Company, it would be improper to construe any words of the Waterworks Clauses Act so as to imply authority to make works of that character. He says:—

“It is to the special Act that you must especially have regard for the purpose of ascertaining what I may call the contract between the landowner and the Company, and the power which the Company has conferred upon it of taking the land of the landowner.”

He refers to the fact that the special Act gives authority to take the land and hold it permanently for making certain waterworks, but—

“with not a particle of authority to superadd to that any additional work either underground or upon the surface of the land to be taken.”

The immediate question in this case was as to the power of the Company to take land compulsorily, having avowed their intention of using it for the sinking of wells, and was not a question as between the Company and a landowner or the riparian proprietors in regard to the use which the Company might make of the land having acquired it: but the reason why they were restrained from taking the land was because the manner in which they proposed to use it was declared to be *ultra vires*. This case, therefore, apart from other authorities, seems sufficient to dispose of the claim of the East London Company to abstract underground water unless it can be substantiated by some express statutory provisions in their special Acts other than those already quoted, and the case derives the greater authority from the fact that it was a considered and reserved judgment overriding the opinion expressed in the Court below.]

The GRAND JUNCTION COMPANY appears to claim a power of taking water "from the gravel beds near the river and the chalk underlying them, and from chalk wells which might be sunk in the north and north-west portions of their district,"* but they do not seem to possess any special power of taking water in this way.

The Grand
Junction
Company.

The Grand Junction Waterworks Act, 1873, section 4, authorised the Company to purchase certain land and to use it for the purposes of their undertaking, but this Act contains no further powers of executing any works or of abstracting any water, so that it could only authorise the use of the lands for such purposes as previously to the passing of that Act the Company were authorised to carry out. Section 12 of the Grand Junction Waterworks Act, 1868, contains a similar power. Section 3 of the Grand Junction Waterworks Act, 1855, gave a power to buy lands by Agreement, but gave no additional powers of constructing works or taking water.

The Grand Junction Company thus appear limited in regard to their powers of taking water to what may be found in the Grand Junction Waterworks Act, 1852. This Act incorporates section 12 of the Waterworks Clauses Act, 1847, but for the reason already stated I do not consider that this incorporation confers on the Company any power of taking water (except for constructing the works authorised by the special Act). The Grand Junction Waterworks Act, 1852, does not give any power of making wells or of taking any underground water, or any water other than that which was authorised to be drawn from the River Thames under section 36 of the Act as limited by agreement with the Corporation.

In the year 1888 the Grand Junction Company introduced a Bill into Parliament which would have given them the power which they claim of sinking wells and abstracting underground water. By clause 4 of their Bill power was sought to make certain works including—

"(B.) A well and pumping-station wholly in the parish of Burnham ;"

and they also sought power to take, use, and appropriate for the purposes of the intended works "all waters which may be found on or under any lands acquired by them under the powers of the intended Act." This Bill, however, was

* Statement of Grand Junction Company to the Royal Commission, 1892.

opposed and discussed at length on Second Reading in the House of Commons, when it was ultimately rejected.*

The Lambeth
Company.

The LAMBETH COMPANY claim that "they may, on any of their existing lands, or on any lands that they may acquire, sink wells or shafts and supply water therefrom within their authorised limits."

I think that they are mistaken. It is convenient to commence the examination of this Company's Acts with those which are more recent.

At the passing of the Lambeth Waterworks Act, 1883, the Company were authorised to acquire and hold under the powers of their then-existing Acts and of that Act certain lands in various places, and by section 5 of the Act of 1883 the Lambeth Company were authorised: "*In addition to any lands they are authorised to acquire and hold under their existing Acts or this Act,*" to purchase by agreement land not exceeding in the whole twenty acres, and on any land so acquired the Company have power to "sink wells or shafts and to supply water therefrom."

The effect of the section, therefore, is to limit this power of sinking wells to any particular lands which might be purchased by agreement in the future not exceeding twenty acres, and not to apply those powers to any lands which the Company were at the date of the Act of 1883 authorised to acquire, or which they were specially authorised to acquire for the purpose of that Act. This section is further evidence that section 12 of the Waterworks Clauses Act, 1847 does not of itself give any power to sink wells and take water from those wells for supply. We are thus limited to the original Act of this Company (the Lambeth Waterworks Act, 1848) for its powers as regards taking water from wells, but it appears to be entirely directed to the drawing of water from the River Thames at a point specifically described in the Act and on the deposited plans, and contains no power of pumping or taking underground water.

The South-
wark and
Vauxhall
Company.

The SOUTHWARK AND VAUXHALL COMPANY claim the right to take water from what they describe as "natural filtration beds" adjoining the Thames at Hampton, from a well at Streatham, and otherwise from wells, and they state that † "The Company possesses Parliamentary sanction to construct such additional wells as may be necessary to meet the requirements of their supply." By section 4 of the Southwark and Vauxhall Water Act, 1886, the Company

* 28th Feb., 1888 (ayes 104, noes 188).

† Statement of Southwark and Vauxhall Company, Royal Commission on Metropolitan Water Supply.

have power to make certain works—viz., a reservoir in the parish of Lewisham, and lines of pipe passing, for the most part, along public roads from Hampton to Tooting, and they are authorised to use and appropriate for the purposes of *works authorised by that Act* “all underground waters found in, on, or under any land acquired by *the powers of that Act*.” This power applies, therefore, only to the small piece of land specifically mentioned in the section.

Section 9 of the Southwark and Vauxhall Water Act, 1884, gives them a power “to make and maintain wells for obtaining, collecting, filtering, and distributing water,” but neither that section nor any other in the Act gives any express power of taking away, or using for supply, water other than that which the Company were then authorised to take.

The WEST MIDDLESEX COMPANY does not seem to have or to claim the power of taking water from wells.

The West
Middlesex
Company.

X. THE POWERS OF THE KENT COMPANY.

The Kent
Company's
Acts.

The powers of the *Kent Company* for taking water are derived from enactments as to which there is less difficulty of interpretation than is found in the cases of the other Companies.

Under the Kent Waterworks Act, 1809, the Company acquired rights which had been granted by Letters Patent of King William III. in the year 1701, and by that Act the waterworks established under those Letters Patent were purchased and the rights and privileges thereto belonging acquired by the Kent Company.

Further powers were conferred upon the Company by the Kent Waterworks Amendment Act, 1811, and the Kent Waterworks Acts Amendment Act, 1850.

By the Kent Waterworks Act, 1864, the Kent Waterworks Company acquired the undertaking of the North Kent Waterworks Company. An amalgamation was carried out under this Act of 1864 on terms set out in the Schedule. A former Act relating to the North Kent Waterworks (North Kent Waterworks Act, 1860,) was repealed, except as regards certain sections which were continued in force, and which are also set out in the Schedule to the Act of 1864. Sections 3 and 16 of the Act of 1860 (now applicable to the Kent Company) expressly authorise the erection of engines, the making of shafts, wells, and adits, including a lateral drift or adit to the River Stoneham "for the purpose of catching and impounding the waters thereof."*

In or about the year 1862 the Kent Company abandoned taking water from the River Ravensbourne, having sunk wells into the chalk on the site of their then existing works. Probably their right to sink these wells and take water therefrom (subject, of course, to any legal rights) is unquestionable. If there were any doubt as to the meaning of the earlier Acts, it would seem to have been set at rest by the provisions contained in the Kent Waterworks Act, 1877, section 6, and the Kent Waterworks Act, 1888, sections 2, 8, and 10, which are set out in the Appendix.†

Section 15 of the Act of 1860, scheduled to the Act of

* The material sections will be found set out in Appendix C, pp. 57-59.

† See Appendix C, pp. 60 and 62.

1864, gives an express power to collect and divert the waters of the stream known as the River Stoneham and of any springs and streams within the limits of deviation marked on the plan, and to appropriate the same for the purpose of the supply of water. The point, however, to be observed is that section 6 of the Kent Waterworks Act, 1877,* which authorises the Company to make and maintain wells and conveniences for obtaining, collecting and distributing water, gives no express power to take any water, and an obvious distinction is to be drawn between statutory enactments authorising the construction of works and the use of land for that purpose and statutory enactments authorising the appropriation of water to be taken into and supplied from such works.

Distinction
between
power to make
wells and
power to take
water.

Section 17 of the Act of 1877 † which however only applies to the works authorised by the Act of 1877, *i.e.*, the Beckenham pumping-station, confers an express power on the Company to *use* those works which include “a well or wells and engine-house or pumping-station at Beckenham.”

Section 10 of the Kent Waterworks Act, 1888,‡ includes a general power to *use* the wells and pumping-stations for the time being existing and worked by the Company within their limits of supply.

It will be seen that the phraseology of these enactments has been gradually extended, the advisers of the Company probably perceiving from time to time that some doubt might exist as to their power to abstract underground water; a doubt which it was desirable to set at rest by clauses submitted to Parliament framed with care and ingenuity, in order to confer the power sought to be attained without directing attention too prominently to the subject.

Having regard to these enactments, I think that the Kent Company have at present a legal right to derive from wells on their land as much water as they can obtain, and to use it for distribution.

* Appendix C, p. 60.

† Appendix C, p. 60.

‡ Appendix C, p. 62.

XI. THE LEGAL POSITION OF THE LONDON COMPANIES IN RESPECT OF THEIR RIGHT TO CHARGE FOR WATER SUPPLIED.

Reference to Acts authorising charges.

The principal Acts by which the various Companies' charges are regulated are as follows, the Companies being named in order in accordance with the date of the Act:—

Name of Company.	Title of Act and reference to Sections.	Year.
Lambeth	Lambeth Waterworks Act (sections 37, 38 and 39).	1848
Chelsea	Chelsea Waterworks Act (sections 60, 61, 62 and 63).	1852
Grand Junction . .	Grand Junction Waterworks Act (sections 46, 47, 48, 49, 50 and 51).	1852
	Grand Junction Waterworks Act (sections 2, 4 and 5).	1856
New River	New River Company's Act (sections 35 to 45 inclusive).	1852
Southwark and Vauxhall .	Southwark and Vauxhall Water Act (sections 53 to 57 inclusive).	1852
West Middlesex . . .	West Middlesex Waterworks Act (sections 39 to 44 inclusive).	1852
	West Middlesex Waterworks Act (section 6).	1866
East London	East London Waterworks Act (sections 72 to 76, and 78 to 84 inclusive).	1853
Kent	Kent Waterworks Act (sections 28, 29, 30 and 31).	1864
	Kent Waterworks Act (section 36).	1888

Different scales of the Companies.

The powers of the several Companies supplying London to charge for water supplied vary in different respects. The principal sections conferring these powers upon the various Companies are set out in the Appendix (E).^{*} They are given with a view to convenience for reference, rather than for the purpose of any detailed examination.

But there are a few points which may be worth consideration.

Domestic purposes.

It will be observed from a perusal of them that they differ in one very important particular. The maximum charge which the Company may make is fixed, and limited in respect of water supplied for "domestic purposes." But while there is no exact definition as to what purposes are included in the expression "domestic purposes," there are express provisions in the Acts of several Companies providing that certain specified purposes are NOT to be deemed to be included in the expression "domestic purposes." There are thus various purposes for which, being domestic purposes, the Companies may be compelled to supply water

^{*} Appendix E, pp. 122-144.

at charges not exceeding the maximum charges specified in their Acts; whilst there are other purposes, not being domestic purposes, for which they cannot be compelled to supply water at the prescribed rates, but for which they are enabled to supply water by agreement upon such terms and conditions as may be agreed between the Company and the person requiring the supply.

If the corresponding sections of the different Companies' Acts be compared (*e.g.*, Lambeth Waterworks Act, 1848, section xxxix., and Chelsea Waterworks Act, 1852, section lxii.), it will be seen that there are some purposes for which the Chelsea Company cannot be compelled to supply, but for which the Lambeth Company may be compelled.

In the Lambeth district, the occupier of a house the annual value of which is £30, and which contains one water-closet, may be charged per annum as follows *as a maximum*:

7 per cent. on annual value (£30)	. £2	2	0
1 Water Closet		0	10 0
Total	£2	12	0

Whereas in the Chelsea District the maximum charge for the same premises would be:—

4 per cent on annual value		£1	4	0
1 Water closet			nil.	
Total	£1	4	0	

In respect of a house in the Lambeth District of an annual value of £100 in which there are two water-closets, the occupier may be charged as follows as a maximum:

5½ per cent. on annual value (£100)	£5	10	0
2 Water closets		1	2 6
Total	£6	12	6

Whereas in the Chelsea District the maximum charge for the same premises would be:—

4 per cent. on annual value		£4	0	0
2 Water closets		0	9	0
		£4	9	0

The obscurity of the various enactments with regard to domestic purposes gives rise to doubts as to what are the particular purposes for which the several Water Companies in their respective districts are legally entitled to make a charge over and above the maximum charge which they are entitled to make for "domestic purposes."

The Lambeth Company, for instance, have been accused to make various additional charges which they have justified by a memorandum on their demand-note, the facts with regard to which merit examination.

The Lambeth
Company's
demand-note.

The demand note is as follows :—

[*Parts of the demand note not material are omitted.*]

“ LAMBETH WATERWORKS COMPANY.

“By the Water Rate Definition Act, 1885, water rates are now payable upon the rateable value instead of upon the annual value, by which, in accordance with the Company's Acts, they had been theretofore fixed, in the Metropolitan area, which embraces the following parishes in the Company's district : Battersea, Bermondsey, Camberwell, Christchurch, Clapham, Lambeth, Lewisham, Newington, St. George the Martyr, St. Saviour's, Streatham, Tooting, Wandsworth.

In all other parishes the true annual value, as laid down by the House of Lords in the case of *Dobbs v. The Grand Junction Waterworks Company*, will be the basis of charge.

The directors have caused the Company's statutory scale of charges to be printed hereunder * for the information of their customers.

Application is made to _____ in respect of premises

for £ _____, being the amount of two quarters' water rent
from _____ to _____, by _____, Collector.

N.B.—A stamped directed envelope must be sent in all cases where a receipt or an answer is required from the Collector.

The supply will be withdrawn from all houses on their becoming vacant (those farmed by the landlord excepted) unless the Company is communicated with and half rate tendered. In the case of new tenants a quarter's rate in advance must accompany the application for a supply of water.

All furnished houses are chargeable with the full rate. Farmed property must be paid for, whether occupied or not.”

* THE LAMBETH WATERWORKS ACT, 1848.

Sect. 37.	Percentage on Annual Value.	1st Closet.	Other Closets each.
£20 and under	Seven-and-a-half (7½ per cent.)		
Above £20 to £40 . .	Seven (7 per cent.)	10s.	5s.
„ £40 to £60 . .	Six-and-a-half (6½ per cent.)	12s.	6s.
„ £60 to £80 . .	Six (6 per cent.)	} 15s.	7s. 6d.
„ £80 to £100 . .	Five-and-a-half (5½ per cent.)		
„ £100 and upwards	Five (5 per cent.)	20s.	10s.

Section 39. “A supply of water for domestic purposes shall not include a supply of water for baths, horses, cattle, or for washing carriages, or for any trade or business whatever.”

The charge for baths is 10s. each.

There are fixed charges for garden supplies, WHICH THE LATE SIR G. JESSEL, MASTER OF THE ROLLS, IN THE CASE OF *LOW v. LAMBETH WATERWORKS COMPANY*, DECIDED NOT TO BE “DOMESTIC SUPPLIES.” These charges, as well as those for trade and other supplies, can be ascertained on application at the Company's office.

The case of *Low v. The Company of Proprietors of Lambeth Waterworks* referred to on the demand note is not a reported case, although it is referred to in a case which is reported—*Bristol Waterworks Company v. Uren*, 15 Q. B. D. 637. The decision in that case was given by Justice A. L. Smith, who in delivering the judgment of the Divisional Court referred to the opinion of the late Lord Justice Jessel, then Master of the Rolls, in *Low's Case*. Nothing is said in Mr. Justice Smith's judgment which suggests that the judgment in *Low's Case* contained anything whatever to the effect, as stated by the Lambeth Company, that supply to gardens is not a domestic supply. On the contrary, Mr. Justice Smith quotes Lord Justice Jessel's decision as supporting the decision given by the former in the *Bristol Case*, viz., that "water used for the mere amenities of the house, such as the watering of the pleasure garden surrounding and attached to and occupied with the house, may legitimately and fairly be held to be used for domestic purposes."

The case of
*Low v. The
Lambeth
Company.*

As Lord Justice Smith and the Lambeth Company thus differ so materially as to the effect of Lord Justice Jessel's decision, I append a copy of the decision itself:—

Rolls Court,
Chancery Lane,
6th July, 1875.

LOW

v.

THE COMPANY OF PROPRIETORS OF LAMBETH WATER-
WORKS.

(*Transcript from Messrs. Cook's Shorthand Notes.*)

JUDGMENT.

THE MASTER OF THE ROLLS:—

Judgment.

"The first question is, Is this a case in which the Court ought to exercise its jurisdiction? That point appears to me to be concluded, as far as I am concerned, by authority. The first question in all these matters of injunction is, Is it that kind of irreparable damage as to which the Court ought to interfere by injunction at all? That is the first question. The second question is, assuming that it is that kind of irreparable damage, Is it a case in which the Court ought to grant a mandatory injunction? I think, in the present instance, both those questions must be answered in the negative. The suggestion of the plaintiff is this, that the defendants are a private Company authorised to supply the district with water under the terms of an Act of Parliament which gave them certain privileges and imposed upon

Low's case.
(Judgment.)

them certain obligations. One of the obligations was that the owner or occupier of a house within the district might call for a supply of water. There was no corresponding obligation on the owner or occupier to take the water. It was, therefore, optional with him whether he would take it or not. There are also powers in the Act of Parliament that if the owner or occupier misuses the water or wastes it, or does not pay for it, and so on, in certain cases the Company may cut off the supply of water. I mention those because they seem to be the ground of the decision in the case I am about to refer to.

Now, it has been decided by Lord Chancellor Eldon that that is not a case in which this Court ought to interfere by injunction. I will read the passage. It is the case of *Weale v. The West Middlesex Waterworks Company*, reported in 1 Jacob and Walker, page 372. There is no difference between the two cases, except that there, there was no rate fixed. It was a question whether they were to charge more than a reasonable rate. The observations about the injunction are these. He says: "It furnished another observation very material with respect to the jurisdiction of this Court, viz., that it must have been in the contemplation of the Legislature that some persons (as it depends upon contract only) would not have a supply of water, and in that case they were to suffer irreparable damage." It is so here; here they are not bound to take the water; on the other hand, the Company is bound to supply it if they want to take it. "The remainder of this section, and also some of the subsequent clauses, furnish the same observation; for, in the cases there provided, the Company are not only entitled to a sum of money by way of damages; but they are to have power to cut off the pipes, and deprive the individual of his supply of water." All that occurs here, of course. "It is impossible, therefore, that in the view of the Legislature, the depriving a house of water was that species of irreparable injury which authorises this Court to interfere." Nothing can be plainer or clearer to my mind, and, even if I differed from it, I should be bound by it, and therefore, as I said before, I answer the first question in the negative.

The second point is a very important one. What is asked is a mandatory injunction. Now, we must not disguise from ourselves that you cannot by changing an affirmative into a negative alter the effect of what you ask the Court to do. What the Bill, in effect, asks the Court to do, is to compel the Company to supply the plaintiff's house and garden with water. A Company which, no doubt, has very expensive machinery and very extensive apparatus, and so on, is enabled to do so; but I am asked to *compel* the

Company to supply the plaintiff's house *and garden* with water. It is quite immaterial, in my view of the office of a mandatory injunction, whether you ask for it in the affirmative or in the negative form. If you could not get it in the affirmative form you ought not to be able to get it in the negative. If it is a contract or obligation which cannot be specifically performed by ordering the Company to do the act, you ought not to grant a mandatory injunction which will have precisely the same force by enjoining them from neglecting to do the thing. It is quite plain upon the words that there could not be any difference in the jurisdiction of the Court. If I cannot (and I take it I cannot, supposing it had been a pure contract, or supposing it had been a pure statutory obligation) specifically enforce the obligation by taking in this Court the supervision and conduct of the business of the Lambeth Waterworks Company, and deciding whether or not they had the proper means, or used the proper means, for ensuring the supply of water, I am of opinion that I cannot attain the same end by changing the form of words and granting a mandatory injunction to restrain them from refusing to supply.

It seems to me that that is fatal. What the plaintiff asks me for, although he calls it an "Injunction," is, in fact, specific performance. It is so long as the plaintiff duly pays the defendants—that is the state of the case—"such rates as shall be due from him in respect of his said house and premises according to the provisions of the said Act; having regard to the declaration aforesaid, and shall not offend against any of the provisions of the said Act." Where did he imagine such a law? Then "that the defendants may be restrained by the order and injunction of this Court from stopping the water from flowing into the said house." That is, so long as he pays his rates and does not waste the water, &c., I am to order the defendants to supply him with water. That is really the effect of it. It is one of those cases of what has been called "continuous specific performance," and the continued execution of work which this Court has always declined to entertain; because they are not fit subjects for the interference of a Court of Justice, or rather of a Court of Justice so constituted as this Court is. Here again, there is plenty of authority. It is hardly necessary to cite them, as I have had occasion to review them so often, and they have been so recently commented upon. But upon the question of negative injunction this very case of *Weale v. The West Middlesex Waterworks Company* is an authority without going into anything further. The point was considered at

Low's case.
(Judgment.)

page 373. He said first of all: "This case has been assimilated by Mr. Hart to that of fairs and markets; they stand upon a very ancient principle, that persons cannot interpose themselves in the exercise of that franchise, against the right conveyed by grant," and so forth. "But if the claim be to take reasonable rates, then, I apprehend, if a person was going to that fair or to that market, and was refused the accommodation required by law to be given to him, the question is, not whether he might bring an action for damages, for being prevented that enjoyment, but whether a Bill in Equity could be filed for an injunction to permit any person to come there that pleased. I certainly never heard of such a Bill; and the question before me, is not whether the Company are or are not entitled to ask more than what a mutual contract would give, but whether the Company and the inhabitants are placed in this state by this Act, that the Company cannot ask more than what is reasonable and the person seeking the supply of water must offer what is reasonable, leaving it open in every case to be decided by some Court whether the sum demanded is reasonable or whether it is unreasonable." And then he says, supposing that that is the true construction of the Act, it is a question of whether it is reasonable or not, in other words, whether the Company was bound to supply the water at a reasonable rate, and he assumes that in favour of the plaintiff, and then he goes on in this way: "Where is the mutuality? Could I under this Act compel any one inhabitant to take water from this Company? I apprehend I could not." That is quite clear. "If the Company do not choose to supply water I cannot compel them; and if the Legislature meant to give me the right to do it—by right, I mean a right by compulsory means to make them give a supply—it ought to have been taken care of in the Act. I cannot, upon principle, do it without such a power." That is, it is not within the ordinary power of the Court of Equity. Then he says: "The observations which I have made on the case have been rather for the purpose of explaining my views, than of finally stating whether an injunction ought to be granted." Then he says: "If any persons think I have taken an improper or erroneous view of the subject, it may be heard again; my present opinion is, under the circumstances of this case, I cannot grant this injunction." The motion was refused. It is, therefore, plain that Lord Eldon was of opinion that in the very case which I have now of a Company supplying water, he could not compel the Company to supply water either directly or indirectly, without some special authorisation of the Legislature. It is

contrary to his view of the nature and functions of a Court of Equity. I need not say, if I differed with him upon that point, and I certainly do not, that I should be bound by the decision; and I most unhesitatingly follow it. Low's case.
(Judgment.)

I am, therefore, of opinion that, neither upon the ground of irreparable damage, nor upon the ground that the plaintiff could obtain by mandatory injunction specific performance of the contract, ought I to interfere.

The third point is one upon which I ought to say something, although perhaps, after what I have said, it is not absolutely necessary to say anything. Has the plaintiff got any right to complain at all? The plaintiff says: "I have a house and garden of about half an acre"—it is a house, as I understand, surrounded by a garden—"and you are bound to supply water to my house, which includes the garden—I pay for it according to a rate which is levied by taking into account the value of the house and garden, and you are therefore bound to supply me with sufficient water for the use of the house and garden." I am using the word "house" in its popular sense. The defendants say: "That is not so—we are bound by our Act of Parliament to supply you with water for domestic purposes—watering a garden is not a domestic purpose, and, therefore, you have no right to use the water for watering the garden." That is the question which I have to decide.

The only authority cited does not exactly bear upon this case—the case of *Busby v. The Chesterfield Waterworks and Gas Light Company*. There, the question was (upon an Act of Parliament which *excluded watering gardens*) whether a man having a one-horse chaise, or something of that kind, was entitled to use the water for baiting the horse and cleaning the chaise, the stable being within the curtilage and part of the house in the legal sense of the word. Mr. Justice Erle says: "I do not find any definite line to mark the meaning of 'domestic use and purposes'"; and then he says: "Looking to the provisions of statute 18 & 19 Victoria, chapter 29" (The Chesterfield Waterworks, &c., Act, 1855), "I should say that the use of water for the carriage and horse of the appellant was for a domestic purpose," and that is all. Lord Campbell says: "I answer the question which is put to us in this case by saying that a supply of water for domestic purposes does include a supply of water for the carriage and horse of the appellant, considering that the carriage and horse were kept by the appellant for his private use, and were kept upon the premises. I am of opinion that the water used for them was used for domestic purposes. What distinction can be made between a horse so kept, and a dog or cat or other animal upon the premises?"

Low's case.
(Judgment.)

The water was not used for the purpose of trade, but for the use of the occupier of the house for his health and enjoyment, as referred to in section 33 of statute 18 & 19 Victoria, chapter 29. (That is a private Act, which, of course, I have not here to help me at all.) It does not matter whether the water was used for washing the appellant's carriage, or a go-cart for his children, which might be kept in an outhouse belonging to the premises. But the Company ought to have a fair recompense for all the water which they supply." Then Mr. Justice Crompton says: "The question which we are asked is, whether section 31 of statute 18 & 19 Victoria, chapter 29, does or does not include a supply of water to stables? I think that it fairly takes in the use of water for the horse and washing the carriage, as distinguished from trading purposes." There it remains; and that is the only judgment which has been cited for this purpose. It is observable that that was a case in which the modern sections—the 33rd section of that Act and the 12th section of the Act of 1863—were incorporated. The words of the 33rd section are: "A supply of water for domestic purposes shall not include a supply of water for machinery railways or for any trade or business whatsoever or for watering gardens or for fountains or for any ornamental purposes whatsoever." What all that means, I do not know. What "ornamental purposes" mean (whether you may wash the china ornaments in your drawing-room or not) I do not know. It shows how loosely these things are drawn. I find the same words in the general Act. The 12th section of the Act of 1863 is: "A supply of water for domestic purposes shall not include a supply of water for cattle or for horses or for washing carriages where such horses or carriages are kept for sale or hire or by a common carrier, or a supply for any trade manufacture or business or for watering gardens or for fountains, *or for any ornamental purpose*!" What "any ornamental purpose" means it is very difficult to say; but there it is. Now, it has been said that this statute, which incorporates the general Act of 1847, but not the general Act of 1863, shows that "domestic purposes" includes watering a garden. I must say that I cannot see it. I agree with what Mr. Justice Erle says, that it is very difficult to draw the line or to know what it means. *Recollect that the plaintiff coming here for a mandatory injunction, must very clearly in the view of the Court state what he claims.* The general Act says: "Water rates except as hereinafter expressly mentioned shall be payable according to the annual value of the tenement supplied with water." *Of course that would include, I suppose, the garden.* So that that is to be read in connection with the Act of

1863 (that is to say, after 1863—this was before), and it is in the words that I have mentioned which show that watering the garden is not to be included in “domestic purposes.” Still they are to pay the water-rate according to the value of the tenement. It is consequently clear that, in the view of the Legislature, here is nothing unfair, improper, or unreasonable in making a man pay the water-rate according to the value of the tenement, although the tenement includes the garden, and although he has no right to water the garden. I must, therefore, consider that that is not unreasonable. That being the general law—and it has been ever since 1863, beyond all question—I must assume it is quite a reasonable and fair way of assessing the water-rate by taking the total value, or the annual value, of the tenement, although it may include the garden, and although the owner certainly cannot use the water for which he pays according to that rate for the purpose of watering his garden. Of course the question I have to decide is what happens between the passing of the Act of 1847 and the passing of the Act of 1863. Now the Act in question—that is, the local Act—is this: “And be it enacted that a supply of water for domestic purposes shall not include a supply of water for baths horses cattle or for washing carriages or for any trade or business whatsoever.” It does not appear that the Legislature intended, at that time, to encourage personal cleanliness. They made an extra charge for baths. The 39th section, it has been argued, shows that these things would have been included had it not been for their exclusion, so to say. But I cannot read it so. There are clearly things within that section which no fair meaning of “domestic purposes” could include. *Baths, I think, might have been included, that is to say, baths in the house; but cattle, as a general rule, would not be included in “domestic purposes.”* I do not mean all cattle, because *it is quite possible that a cow in a cow-stall within the curtilage, the milk being used for house purposes, would be a domestic purpose; but cattle in general would not be.* Stall-fed cattle in great numbers might be kept, and no one would suggest that they would come within “domestic purposes.” The next is “washing carriages.” That must depend upon circumstances. *All washing of carriages would not be a domestic purpose, although some might be. It would depend upon the use to which the carriage was put.* The next is, “trade or business whatsoever.” The very words, “trade or business,” show that it is not a domestic purpose. Therefore, saying “shall not include,” does not mean to intimate an opinion on the part of the Legislature that they would have been included if it had not been for those words. It

Low's case.
(Judgment.)

Low's case.
(Judgment.)

is quite impossible to suppose that "trade or business" would be considered by anybody to be a domestic purpose. *It appears to me, therefore, that baths possibly might be included*; but there may be baths outside as well as inside a house; and horses, under certain circumstances, may be included; but otherwise they would not be included. I cannot, therefore, read that section as showing that everything else is to be included. When we come to the general Act, the case is rather stronger; for, in addition to the things I have mentioned, these things are not included, "horses or carriages kept for sale or hire or by a common carrier." Would anybody suppose that "horses or carriages kept for sale or hire or by a common carrier" were things used for domestic purposes, but still they are not to be included; and, again, there comes "watering gardens"; and then there is "fountains." I do not know whether fountains are domestic or not. It depends upon where they are. You may have fountains inside a house as well as outside a house. Then there is "or for any ornamental purpose." I should have said you might have had a domestic purpose ornamental; but still "ornamental purposes" seem to be excluded. I suppose some rational interpretation is to be put upon those words. It cannot be that "domestic purposes" are to be confined to purposes of utility when the utility is not at the same time ornamental. There are the very words. I have come to the conclusion that both the 39th section of the local Act and the 12th section of the general Act do not show that "domestic purposes" include everything that is not specially mentioned. The next question is, what do they include? The first question to be decided is, in what sense the word "house" is used. I think myself that the words in this Act of Parliament—and I have looked over a great many sections of it—are, as a rule, used in a popular and not in a legal sense. That is the case with many Acts of Parliament, especially with many of the modern ones; and *the Judge must do his best to make out the sense of them*. I think that that is the sense in which they are used. The word "house" is not, I take it, *per se* to include "garden." We talk in a popular sense of "house and garden," and in a popular sense the word "house" does not include the garden; but in a legal sense it does when "garden" is included in the curtilage. *If, then, that is the meaning of it, and I say so with hesitation*, not because I feel any personal doubt upon it, but *because I know in these obscure instruments it is wrong for anybody to dogmatise or say that he feels certain what the meaning of them is*. Then the next question is, what "domestic purposes" mean? I cannot tell exactly, any more than Mr. Justice Erle could. I think we

have this guide. In the general Act, which was passed afterwards, the Legislature decided it is not to mean watering gardens; and looking, therefore, to subsequent legislation, still general legislation, I think the fair interpretation of the terms before the Act would be the fair interpretation of the terms after the Act; and therefore I hold, looking at the words the Legislature has made use of, that *watering gardens is not within the Act, although at the same time I admit it is very difficult to define "domestic purposes" so as to exclude watering gardens where the water is used for the mere amenities of the house, as this seems to be an ordinary pleasure-garden attached to the house. It may be very difficult, and I am not bound to define the term—I am only asked whether it does or does not include a specific thing—and, looking at the whole of the Act together, I think (although, as I said before, I do not pretend to say that other people may not think otherwise, and may legitimately and fairly think otherwise) that "domestic purposes" in this particular Act of Parliament does not include watering gardens; and therefore, being of opinion that the plaintiff fails upon that ground also, I should not have granted an injunction, although whether I should or not have given him some other opportunity of trying his right I do not state. He might, I am satisfied, have tried his right at law in various ways; but he has not chosen to do so—he has chosen to come here, as I said before, for an injunction which, I am satisfied, I could not have granted in any event.*

Low's case not having been reported, it is probable that the terms of the judgment were never revised, as the copy which I have from the shorthand writer's notes bears obvious marks of being a mere transcript, and uncorrected. I have placed in italics some of the expressions which appear to me to give the key to the real meaning of the judgment.

It is to be observed in the first case that the terms of the sections on which the Lambeth Company rely differ from those which form the subject of the judgment in the Bristol Waterworks Case. In the latter case, the Company's Special Act contained a provision, section 71, that a supply of water for domestic purposes should not include a supply (*inter alia*) "for watering gardens by means of any tap, tube, pipe, or other such like apparatus," and the question which arose there was one as to the assessment on which the Company were to charge, the consumer having claimed a reduction in the amount of rate on the ground that while the value of the gardens was included in the rateable value of the tenement the Company were making him an additional

charge in respect of taps in the garden used for laying on water.

The decision of the Court was to the effect that a general supply to the garden was included among domestic purposes, but that the Company were right in making the additional charge in accordance with the express terms of their Act of Parliament for a *tap, tube, pipe, or other such like apparatus* for watering gardens.

Effect of
decision in
Low's case.

In Low's Case it is to be observed that the main question was not as to the meaning of the term "domestic purpose," or as to whether or not garden supplies are included among "domestic purposes."

Lord Justice Jessel decided that the consumer could not maintain his application for an injunction having regard to the circumstances of that particular case and the way in which the case was laid before the Court. The dicta in which the Lord Justice referred to his views upon the meaning of "domestic purposes" show the hesitation and great doubt which he felt upon the subject; and seem to have consisted rather of a characteristic criticism upon the phraseology employed both in the special and the general Acts of Parliament than of any decision as to their meaning.

And whatever might be the effect in any future decision of the Court of the dicta of Lord Justice Jessel quoted by the Lambeth Company, it is quite obvious that no such decision was given as is indicated in the memorandum in their demand note.

The present list of the charges of the Lambeth Company for additional supplies is as follows:—

"LAMBETH WATER WORKS COMPANY, BRIXTON HILL, S.W.

RATES FOR GARDEN SUPPLIES.

Where Water is drawn from the House Cistern:—

					Per Annum.
For each Stand Pipe or Cock,	$\frac{1}{2}$	inch diameter	.	12/	
"	"	"	$\frac{3}{4}$	inch	" . 18/
"	"	"	1	inch	" . 24/

Where Water is drawn direct from the Service Pipe or from a separate Garden Cistern :—

	Per Annum.
For each Stand Pipe or Cock, $\frac{1}{2}$ inch diameter .	20/
” ” ” $\frac{3}{4}$ inch ” .	30/
” ” ” 1 inch ” .	40/

For every additional Stand Pipe or Cock, one-half the above rates ; and for larger-sized Stand Pipes or Cocks, by Special Agreement.

Greenhouses and Conservatories :—

	Per Annum.
Large	20/ each.
Small	10/ ”

Fountain Supplies with approved jets :—

	Per Annum.
If supplied from a Cistern .	10/ to 20/ per jet.
If otherwise supplied, by Meter, or by Special Agreement.	

NOTE.—The Company only undertake to give direct Service Supplies for the above purposes during the regular hours of Water Service, and they are all to be subject to inspection and approval.

MAIN OR CONSTANT SUPPLIES FOR GARDENS, FOUNTAINS, PONDS, &C., ARE ONLY GIVEN BY METER, ON THE FOLLOWING TERMS—

A Meter will be provided and fixed by the Company, and the charges will be :—

Gallons Quarterly.	Per 1,000 Gallons.
Under 20,000	2/
20,000 and under 50,000	1/9
50,000 ” 80,000	1/6
80,000 ” 200,000	1/3
200,000 and upwards	1/

The consumer will have to enter into an agreement to pay a minimum rent of £1 5s. per quarter ; to pay £1 10s. as the cost of fixing the meter, and to deposit with the Company the sum of £5 for each supply. All Meter supplies to be through *Separate Service Pipes*.

If the meter is removed within three years, the consumer will have to pay £1 10s. as the cost of removal.”

The Law
established in
the Bristol
case.

Each case would no doubt depend upon its own merits. But the law really applicable to the case is that which is stated in the case of the Bristol Waterworks Company, namely, that "water used for the mere amenities of the house, such as in this case, the watering of the pleasure-garden surrounding and attached to and occupied with the house, may legitimately and fairly be held to be used for domestic purposes within the meaning of the statute in question."

It is clear, therefore, according to the law laid down in that case that all the supplies specified in the Lambeth Company's list above given which are "for the mere amenities of the house" are to be given, without any special or additional charge, as water required for "domestic purposes."

These observations apply equally to the other Companies. But their powers for making extra charges in respect of supplies vary. The precise terms of the sections of their various Acts will be found set out in Appendix E. Appendix F. (Part II.),* shows in tabular form a comparison between the provisions in the various Companies' Acts as to those purposes which in each case shall not be considered domestic purposes.

Varying
powers as to
Baths, &c.

Another subject-matter of importance arises on the extra charges made by the Companies for baths and various conveniences in the house and curtilage in respect of which the Companies, or some of them, demand additional charges.

As regards Baths, &c.

Chelsea Company.—A supply for domestic purposes does not include (*inter alia*) a supply for public baths, horses, cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains, or for any trade, or manufacture, or business requiring an extra supply of water. ("Chelsea Waterworks Act, 1852," section 62.)

The Company have a power to charge for "fixed" baths at specified rates where the annual value of the house exceeds £30. ("Chelsea Waterworks Act, 1852," section 60.)

East London Company.—A supply for domestic purposes does not include (*inter alia*) a supply for horses or cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains, or for any trade, or manufacture, or business requiring an extra supply of water, or as regards any house of which the annual value

* Appendix, p. 148.

does not exceed thirty pounds, a supply of water for baths. ("East London Waterworks Act, 1853," section 72.)

The Company have a power to charge for "fixed baths" at specified rates where the annual value of the house exceeds £30. ("East London Waterworks Act, 1853," section 75.)

Grand Junction Company.—A supply for domestic purposes does not include (*inter alia*) a supply for baths, horses, cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains, or for any trade, or manufacture, or business requiring an extra supply of water. ("Grand Junction Waterworks Act, 1852," section 48.)

The Company have a power to charge for fixed baths at specified rates where the annual value of the house exceeds £30. ("Grand Junction Waterworks Act, 1852," section 46.)

Kent Waterworks Company.—A supply for domestic purposes does not include (*inter alia*) a supply of water for more than one water-closet or for any bath, and does not include a supply for cattle or for horses, or for washing carriages if the horses or carriages are kept for hire, or by common carriers, or are the property of a dealer, or for any trade, manufacture, or business whatsoever, or for watering gardens by means of any tap, tube, pipe, or other like apparatus, or for fountains, or for flushing sewers or drains, or for public baths, or for any ornamental purpose whatever. ("Kent Waterworks Act, 1864," section 29.)

The Company have a power to charge for baths in any dwelling-house at specified rates. ("Kent Waterworks Act, 1864," section 30.)

Lambeth Waterworks Company.—A supply for domestic purposes does not include a supply for baths, horses, cattle, or for washing carriages, or for any trade or business whatsoever. ("Lambeth Waterworks Act, 1848," section 39.)

New River Company.—A supply for domestic purposes does not include (*inter alia*) a supply of water for baths, horses, cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers, or drains, or for any trade, or manufacture, or business requiring an extra supply of water. ("New River Company's Act, 1852," section 38.)

The Company have also a power to charge for fixed baths at specified rates where the annual value of the house exceeds £30. ("New River Company's Act, 1852," section 35.)

Southwark and Vauxhall Company.—The provisions of this Company's Act, relative to domestic purposes and baths, are in the same terms as those in the New River Company's Act. (See "Southwark and Vauxhall Water Act, 1852," sections 53, 55.)

West Middlesex Company.—The provisions of this Company's Act, relative to domestic purposes and baths, are in the same terms as those in the New River Company's Act. (See "*West Middlesex Waterworks Act, 1852*," sections 39, 42.)

A reference to the demand note of the Lambeth Company,* will show that they state "The charge for baths is ten shillings each."

It is easy to understand that it is not worth the while of any ordinary consumer to incur the expense of litigation with a Water Company to determine what is the meaning of the expression "bath." But it is obvious that there are certain contingencies, as for instance, in the event of a valuation of the Companies' undertakings, when it would be most material to consider the legal basis on which their revenue is collected.

It will scarcely be contended that the Company are entitled to charge for *all* "baths," as for instance, the baths ordinarily used for purposes of ablution in a dwelling-house, as it would be absurd to suppose that ordinary movable baths are intended.

In the case of several of the other Companies the expression used is a "fixed bath." But here again the precise meaning of the term, if generally applied, would be open to doubt.

As to the meaning of the word "baths" a certain amount of light is thrown by legal decisions. The section authorising the charge is in the same terms in the East London, Grand Junction, New River, Southwark and Vauxhall, and West Middlesex Companies. A different section applies to the Kent Company and another to the Lambeth Company. The Chelsea Company have no power to make a special or extra charge at all except in the case of "public baths."

Speaking generally, I should say that in all these Acts the expression means baths used for public or quasi public purposes, and not (except perhaps in certain cases) baths, whether fixed or unfixed, used for the ablution of the inmates of the dwelling-house. But Courts in deciding these cases have found it necessary to refer specifically to the exact terms of the section,—calling the whole scope and intention of the section in aid of the interpretation of the word bath.

The Cardiff
"bath" case.

The Corporation of Cardiff were required to supply water for domestic purposes, having a section in their Act to the following effect:—

* *Supra*, p. 112.

The Cardiff Corporation Act, 1853, s. 43.

"That a supply of water for domestic purposes as aforesaid shall include a supply for a water-closet in each such house, but shall not include a supply of water for railway purposes, or for baths, wash-houses, or public purposes, or for horses or cattle, or for washing carriages, or for any ornamental purpose, or for any steam engine, or for any brewery, warehouse, counting-house, office, shop, coach-house, stable, store, cellar, vault, workshop, mill, or manufactory, or for shipping, or for any trade, manufacture, or business whatsoever."

The Courts here held that the word "baths" must with reference to the context be taken to mean a "public establishment of baths," so that under a section framed as in the Cardiff Corporation Act the Company would be bound to supply without extra charge baths used for ordinary ablution for the inmates of the dwelling-house, however they might be formed or constructed.

A similar rule of interpretation would probably prevail as to all those sections of the London Water Companies Acts which exclude baths from "domestic purposes," for it is clear by all those sections that they deal with water required for purposes of "trade or business," or "trade, manufacture or business," as distinct from a purpose so specially and obviously domestic as that of ablution. Ablution an essentially "domestic" purpose.

A series of cases were brought into the Courts from The Sheffield cases. Sheffield where, in consequence of the bursting of the Sheffield Company's reservoir, the damage which ensued, and the powers sought by the Company from time to time for additional charges, a certain amount of friction ensued between the Company and their customers; but the terms of the Sheffield Act of 1853 differ so materially from those in force in London that it does not afford much guide.

It is, however, clear on the face of these cases that under the phraseology of that particular statute the supply to baths for purposes of ablution is an ordinary domestic purpose, but an additional charge was authorised in respect of water supplied to baths *where the quantity used exceeded 1000 gallons*. Under the Sheffield Act, where the quantity was in excess of that quantity, the consumer could require to be supplied on paying either by meter according to a fixed scale for the amount supplied, or by a fixed charge per annum to cover as much as he chose to take.

In the case of those of the London Companies who have a special power to make a charge for fixed baths, the question arises whether the expression means fixed baths for the

ordinary purposes of ablution or fixed baths to be used as a matter of business, and having regard to the provisions of the sections which state that "baths" are not included among "domestic purposes," there is much to be said in support of the contention that the Companies can only charge for fixed baths where such fixed baths are used for purposes other than the ablution of the inmates.

Meaning of
term "Fixed"
bath.

A further question would obviously arise as to what is the meaning of the word "fixed." It would seem to imply that there must be a bath constructed externally and independently of the house, then introduced into the house and placed and fixed in a certain position where it would be immovable; but it is clear that this expression would not include any bath unless fixed, and doubtful whether it would include any bath or receptacle for water constructed as part of the brick and cement work in the house.

It seems clear that however large a bath might be employed, and whatever means of supplying and discharging the water might be provided, the use of such a bath would be a "domestic purpose," and that no extra charge is legal unless the bath be permanently fixed to the walls or structure of the house. There is apparently no restriction on the amount of water which may be used in this way, so long as the bath is not fixed.

Probably the Lambeth Company have no legal power to charge for baths (as stated on their demand note), if these baths are used in the ordinary way for domestic purposes, *i.e.*, if they are used for the ordinary purposes of ablution by the inmates of the dwelling-house.

But a bath constructed and used for the purpose of revenue, *i.e.*, a bath which persons other than inmates of the house are permitted to use in consideration of payments, would not be included within domestic purposes, and the supply to such a bath would be a matter of special contract with the Company.

The Chelsea Company, and probably other Companies, make an additional charge in respect of water supplied to a urinal. There does not, however, appear to be anything in the Act which would authorise such a charge. The charge is made, although the construction and use of the convenience would involve less use of water than would be otherwise necessary for washing. The Company seek to justify this charge on the ground that it is a charge for "flushing sewers or drains" within section 62 of the "Chelsea Waterworks Act, 1852." But it appears clear that this section could not have the effect which they claim for it.

If it had, it would equally entitle the Company to charge in addition for all water which, having been employed for some domestic purpose, was ultimately discharged into the sewers or drains: a proposition which is manifestly absurd.

I have prepared tables illustrative of the variations which exist in the powers of the several Companies to charge in respect of water supply, the tables showing:—

- i. The maximum charges which the several Companies can legally make for water for domestic purposes.
- ii. The various purposes not included in the expression “domestic purposes” under the several Companies’ Acts.
- iii. The additional charges which the Companies may legally make in respect of water-closets, baths, and “high service.”

These tables are set out in Appendix F.

XII. CONCLUDING REMARKS.

After considering the legal status of the London Water Companies, especially from the point of view of the Parliamentary Department of the London County Council, it may be worth while to summarise what appear to me some of the more salient features of the position :—

The River Thames between London and Oxford has become one of the principal summer resorts for purposes of recreation for large numbers of Londoners, as well as the inhabitants of the more populous towns in the Valley. It is used to a considerable extent for navigation by barges, and to a much larger extent by pleasure-boats, and to a large extent for bathing. During a great part of the year the immediate banks of the river are used as places of residence by persons resorting thereto, and living under tents or in boats.

The river traverses a large area of some of the best agricultural lands of the southern counties, which are largely treated not only with the ordinary artificial manures and manure from stables and cow-houses, but with all sorts of town refuse, and the refuse of trades, etc., which are used as fertilisers.

As an illustration, it may be stated that the entrails and refuse collected from the fish-shops, slaughtering establishments, and similar places in London, afford, when in a condition of putrefaction, manures which are found valuable, and are largely used.

The River Thames affords a natural drainage outlet for the lands so manured.

The Royal Commission are engaged in examining how far filtration through land, precipitation, or other processes may render the sewage effluents directly discharged into the Thames innocuous, and how far oxygenisation or filtration at the Companies' intakes may afford a guarantee against the introduction of noxious matter from the Thames into the distributing works of the Companies; but, however favourably they may report upon the character of the Thames Water, it is not conceivable that the ratepayers of London will agree—or that Parliament will force them—to pay for purchasing the right of supplying this water, on

the same basis as if it were water derived from an uninhabited watershed, and free from risks of pollution.

As I do not consider that the legal position of the Companies gives them any statutory or other monopoly of the right of supply, I do not think it likely that the ratepayers of London will agree to purchase the undertakings of the Thames Companies, or, indeed, any of the London Companies, as if they had any such monopoly; nor do I think that any Committee of Parliament, when the whole position of the Companies is fully explained, would ratify or enforce any purchase of the Water Companies' undertakings on terms similar to those which have been adopted as a matter of special arrangement in the case of some of the provincial Water Companies.

The Thames Companies have not purchased any of the water of the Thames; they have no legal property in it; they are merely permitted to use for purposes of supply certain limited quantities of the Thames water in which the inhabitants of London and the riparian districts have a permanent interest.

The Lee Companies are in a somewhat different legal position, some part (though it is very doubtful how much) of the water of the River Lee having been vested in them.

Any application to Parliament for powers to appropriate more water from the Thames will certainly be opposed by powerful representative bodies with strong and favourable cases.

The Thames Valley is practically filled with towns and populous villages, each of which has its own requirements for water, which are continuously increasing.

The authorisation of further appropriation of water by means of wells around London will be strongly resisted.

It may be difficult to give strict legal proof of the proposition that the abstraction of underground water by pumping causes the depletion of adjoining wells and springs and injury to the district; but, nevertheless, the apprehension of such a result will be so strong that any proposal in the direction will encounter an opposition which it will be difficult to resist. The records of the proceedings in Parliament relative to water schemes for the last fifty years confirm this view.

The whole of the districts adjoining the area now authorised to be supplied by the eight metropolitan water companies is within the authorised districts of separate and independent companies, or is within the district of some local authority supplying water.

Each of these has been authorised by Parliament to obtain water from its own district for the supply of its own

district, and would resist any attempt to take away water from its district for supply to London. Some of them indeed contend that they have already legal power to draw from wells more water than they require for the purposes of their own districts; but any arrangement for the sale of such water by these Companies for use outside their own districts would be strongly resented by the inhabitants, and it is very doubtful whether it could be permitted, having regard to the prior claims of the particular districts, both in respect of present and prospective requirements. One of the maps attached to this volume is designed to show the area next to that of the eight Metropolitan Companies as already appropriated by other Companies, and to illustrate the difficulty which would be experienced in any attempt to get additional water from near London.

If and whenever (either by reason of the Report of the present Royal Commission or by subsequent events) London should become convinced that the present Thames supply should be abandoned wholly or in part, and a new or supplemental supply obtained, no one will deny that there resides in Parliament absolute power to modify or revoke the Companies' concessions.

If the inhabitants of London, through their County Council, demand such modification or revocation, no law forbids the compliance of Parliament with the demand. Has there then been any sort of bargain or understanding with the Companies, or has any guarantee to the Companies been given or implied, or does any rule of practice exist which should hinder Parliament from allowing the inhabitants of London to provide themselves with a purer water supply? I cannot discover anything of the kind. On the contrary, as regards the Thames Companies, the right of revocation, and as regards all the London Companies, the right of modification, has not only been plainly asserted, but has, in fact, been established in practice.

Reference has been made to the old "joint stock" argument. It has been said that to extinguish the Companies' powers or to allow the introduction of an independent supply would cause a severe blow to joint stock enterprise; and that the holders of the Companies' stocks have invested their money "on the faith of an assumed guarantee" by Parliament against any sort of competition or interference. But if the circumstances of each individual investment could be traced it would probably be found that very little (if any) of the present stock is held either by the original investors or by their descendants. These, however, have had many opportunities of realising their holdings at an

ample profit, and can hardly claim the intervention of Parliament on their behalf, because (speculating on the chances of exorbitant profit) they have been unwilling to avail themselves of these opportunities. If the cases of those holders who have purchased their stock could be investigated it would doubtless be found that many of such purchasers have been influenced by the hope that London ratepayers might be induced to pay an extravagant price for freedom in regard to one of the first necessities of life and health.

When London demands a purer or more abundant supply it will of course become essential to consider what is the real position of the Companies, and what offer should be made to them. Here the most authoritative exposition of the course indicated by Parliament is that contained in the report from the Committee of 1880.

“That for certain purposes at least it would be desirable to acquire the undertakings of the Companies if the same could be obtained on fair and reasonable terms.”

“Acquisition” is here regarded as desirable but not as an essential preliminary; nor indeed is it considered as desirable except for certain purposes (*i.e.*, probably as part of the system of distribution), or unless the undertakings can be obtained on fair and reasonable terms.

No terms can be “fair” unless they are fair not only to the Companies but to the public, nor can they be “reasonable” unless regard be paid to the present and prospective requirements of London, the legitimate and proper cost of an adequate system of works for meeting these requirements, and the extent to which the existing works will form a valuable part of such a system.

It seems clear that the original agreements negotiated by Mr. Smith were based on a totally fallacious idea of the legal position of the Companies, *i.e.*, on the assumption that all the Companies were practically one Company possessed of a statutory monopoly, free from competition, having a title in perpetuity to the amount then levied by way of water rates, with a prospective increase of profits and not of obligations.

If it should be considered after the Report of the Royal Commission that the use of the Thames for boating, bathing, the reception of sewage effluents and otherwise (in the conditions which now prevail) unfits it to be used as a source of potable water supply, it is I think obvious that no legislation restricting these uses would be proposed by the London County Council or suffered by the people of London, or be

proposed from elsewhere with any prospect of success; so that the only possible alternative would be a resort for potable water to some different source. In these circumstances it would be observed that a very large annual expenditure on the part of the local authorities in the Thames Valley is now necessary in order to provide for the purification of the river, and that however great the expenditure with this object may be, success must always be doubtful; and so long as the Thames is subject to direct pollution, as it always must be when open and accessible to the public, the equity of placing very costly obligations in respect of purification upon the riparian towns becomes open to question.

Possibly a solution of some difficulties might be found in a contribution towards the cost of a new water supply ;

(a) By those districts from whom water may now legally be taken and who wish to repurchase, as it were, the water so liable to be taken; and

(b) Those riparian towns and districts who might, if the Thames ceased to be used for potable water, be to some extent relieved from the expenditure in respect of purification to which they are now subject.

It seems quite clear that if Londoners are to continue to drink Thames and Lee water, they ought to have some control over the preservation and purity of the waters; and that it should not be left as at present to bodies whose interests in the matter are not in harmony with but rather in antagonism to the interests of the inhabitants of London.

APPENDICES.

APPENDICES.

APPENDIX A.

TABLE A.

TABLE SHOWING THE SEVERAL PARISHES AND PLACES IN THE COUNTY OF LONDON AND WITHIN THE DISTRICTS OF SUPPLY OF THE SEVERAL COMPANIES.

Name of Parish or Place (as described in Metropolis Management Act, 1855).	Name of Company empowered to supply.	Reference to Act authorising the supply.	Whether actually supplied or not.
Battersea (St. Mary)	Lambeth Southwark and Vauxhall West Middlesex	11 & 12 Vict. c. vii. 15 & 16 Vict. c. clviii. 15 & 16 Vict. c. clx.	Part only. do. No supply.
Bethnal Green (St. Matthew)	East London	16 & 17 Vict. c. clxvi.	Supplied.
Bermondsey (St. Mary Magdalene)	Lambeth Southwark and Vauxhall Kent	11 & 12 Vict. c. vii. 15 & 16 Vict. c. clviii. 51 Geo. 3, c. cxlv.	Part only. Part only. No supply.
Camberwell (St. Giles)	Southwark and Vauxhall Lambeth	15 & 16 Vict. c. clviii. 11 & 12 Vict. c. vii.	Part only. Part only.
Chelsea (St. Luke's) (western part only)	Kent West Middlesex	51 Geo. 3, c. cxlv. 15 & 16 Vict. c. clx.	Part only. Part only.
" " (whole Parish)	Chelsea.	15 & 16 Vict. c. clvi.	Part only.

Fulham (All Saints)	.	.	.	Chelsea .	.	.	15 & 16 Vict. c. clvi.	.	Part only.
Greenwich (District)—	.	.	.	West Middlesex	.	.	15 & 16 Vict. c. clx.	.	Part only.
Parish of St. Nicholas, Deptford	.	.	.	Kent	.	.	49 Geo. 3, c. clxxxix.	.	Supplied.
Parish of St. Paul, Deptford	.	.	.	Southwark and Vauxhall	.	.	15 & 16 Vict. c. clviii.	.	No supply.
Parish of Greenwich	.	.	.	Kent	.	.	49 Geo. 3, c. clxxxix.	.	Supplied.
Hackney (District)—	.	.	.	Southwark and Vauxhall	.	.	15 & 16 Vict. c. clviii.	.	Part only.
Parish of Hackney .	.	.	.	Kent	.	.	49 Geo. 3, c. clxxxix.	.	Supplied.
Parish of St. Mary, Stoke Newington.	.	.	.	Southwark and Vauxhall	.	.	15 & 16 Vict. c. clviii.	.	Part only.
Hammersmith (St. Paul)	.	.	.	Kent	.	.	49 Geo. 3, c. clxxxix.	.	Supplied.
"	.	.	.	East London .	.	.	16 & 17 Vict. c. clxvi.	.	Part only.
"	.	.	.	New River .	.	.	15 & 16 Vict. c. clx.	.	Part only.
Holborn (District)—	.	.	.	East London .	.	.	16 & 17 Vict. c. clxvi.	.	No supply.
St. Andrew, Holborn above Bars	.	.	.	New River .	.	.	15 & 16 Vict. c. clx.	.	Supplied.
St. George the Martyr	.	.	.	West Middlesex	.	.	15 & 16 Vict. c. clx.	.	Supplied.
St. Sepulchre in the County of Middlesex.	.	.	.	New River .	.	.	15 & 16 Vict. c. clx.	.	Supplied.
Saffron Hill .	.	.	.	Grand Junction	.	.	15 & 16 Vict. c. clvii.	.	Part only.
Hatton Garden .	.	.	.	West Middlesex	.	.	15 & 16 Vict. c. clx.	.	Part only.
Ely Rents and Ely Place .	.	.	.	Chelsea	.	.	15 & 16 Vict. c. clx.	.	No supply.
The Liberty of Glasshouse Yard	.	.	.	New River .	.	.	15 & 16 Vict. c. clx.	.	Supplied.
Islington (St. Mary)	.	.	.	New River .	.	.	15 & 16 Vict. c. clx.	.	Supplied.
"	.	.	.	East London .	.	.	15 & 16 Vict. c. clx.	.	Supplied.
"	.	.	.	New River .	.	.	15 & 16 Vict. c. clx.	.	Supplied.
Kensington (St. Mary Abbots)	.	.	.	Grand Junction	.	.	15 & 16 Vict. c. clx.	.	Supplied.
"	.	.	.	West Middlesex	.	.	15 & 16 Vict. c. clx.	.	Supplied.
"	.	.	.	Chelsea	.	.	15 & 16 Vict. c. clx.	.	Supplied.

TABLE A—*continued.*

Name of Parish or Place (as described in Metropolis Management Act, 1855).	Name of Company empowered to supply.	Reference to Act authorising the supply.	Whether actually supplied or not.
Lambeth (St. Mary)	Southwark and Vauxhall	15 & 16 Vict. c. clviii.	Part only.
" Limehouse (District)— St. Anne, Limehouse St. John, Wapping. St. Paul, Shadwell. Rateliff, Hamlet of.	Lambeth East London East London East London East London	11 & 12 Vict. c. vii. 16 & 17 Vict. c. clxvi. 16 & 17 Vict. c. clxvi. 16 & 17 Vict. c. clxvi. 16 & 17 Vict. c. clxvi.	Part only. Supplied. Supplied. Supplied. Supplied.
Mile End Old Town	East London	16 & 17 Vict. c. clxvi.	Supplied.
Paddington	Grand Junction	51 Geo. 3, c. clxix.	Part only.
"	West Middlesex	15 & 16 Vict. c. clx.	Part only.
Plumstead District (united with Lewisham District)— Charlton next Woolwich Plumstead Eltham Lee Kidbrooke Lewisham including Sydenham Cha- pelry Penge, Hamlet of	Chelsea Kent Kent Kent Kent No Company authorised to supply Kent Lambeth* West Middlesex Southwark and Vauxhall Lambeth	15 & 16 Vict. c. clxvi. 51 Geo. 3, c. clxv. 51 Geo. 3, c. clxiv. 27 & 28 Vict. c. cxlvi. 49 Geo. 3, c. clxxxix. 49 Geo. 3, c. clxxxix. 11 & 12 Vict. c. vii. 15 & 16 Vict. c. clx. 15 & 16 Vict. c. clviii. 11 & 12 Vict. c. vii.	No supply. Supplied. Supplied. Supplied. Supplied. No supply. Part only. No supply. Part only. Part only.

* The Lambeth Company has power to supply so much of Lewisham as lies on the west side of the Ravensbourne.

Poplar (District)—

All Saints, Poplar	East London		16 & 17 Vict. c. clxvi.	Supplied.
St. Mary, Stratford-le-Bow	East London		16 & 17 Vict. c. clxvi.	Supplied.
St. Leonard, Bromley	East London		16 & 17 Vict. c. clxvi.	Supplied.
Rotherhithe (St. Mary).	Southwark and Vauxhall		15 & 16 Vict. c. clviii.	Part only.
"	Lambeth		11 & 12 Vict. c. vii.	No supply.
"	Kent		49 Geo. 3, c. clxxxix.	Part only.
St. George in the East	East London		16 & 17 Vict. c. clxvi.	Supplied.
St. George, Hanover Square	Grand Junction		15 & 16 Vict. c. clvii.	Part only.
	Chelsea.		15 & 16 Vict. c. clvi.	Part only.
St. George the Martyr, Southwark	Southwark and Vauxhall		15 & 16 Vict. c. clviii.	Part only.
	Lambeth		11 & 12 Vict. c. vii.	Part only.
St. Giles (District)—	West Middlesex		15 & 16 Vict. c. clx.	No supply.
Parish of St. Giles-in-the-Fields	New River		15 & 16 Vict. c. clx.	Supplied.
Parish of St. George, Bloomsbury	Chelsea		15 & 16 Vict. c. clvi.	No supply.
St. James and St. John, Clerkenwell	New River		15 & 16 Vict. c. clx.	Supplied.
St. James, Westminster.	Grand Junction		15 & 16 Vict. c. clvii.	Part only.
	West Middlesex		15 & 16 Vict. c. clx.	No supply.
	New River		15 & 16 Vict. c. clx.	Part only.
	Chelsea.		15 & 16 Vict. c. clvi.	Part only.
St. John, Hampstead	New River		15 & 16 Vict. c. clx.	Part only.
	West Middlesex		29 Vict. c. vi.	Part only.
St. Luke, Middlesex	New River		15 & 16 Vict. c. clx.	Supplied.
St. Margaret and St. John the Evangelist, Westminster*	East London		16 & 17 Vict. c. clxvi.	No supply.
	West Middlesex		15 & 16 Vict. c. clx.	Part only.
	Chelsea		15 & 16 Vict. c. clvi.	Part only.

* West Middlesex Company not authorised to supply St. John, Westminster, and only authorised to supply "such part of St. Margaret as lies within the town of Kensington."

TABLE A—continued.

Name of Parish or Place (as described in Metropolis Management Act, 1855).	Name of Company empowered to supply.	Reference to Act authorising the supply.	Whether actually supplied or not.
St. Martin-in-the-Fields	New River Chelsea	15 & 16 Vict. c. clx. 15 & 16 Vict. c. clvi.	Part only. Part only.
St. Mary, Newington	Southwark and Vauxhall . Lambeth	15 & 16 Vict. c. clviii. 11 & 12 Vict. c. vii.	Part only. Part only.
St. Mary, Stoke Newington (<i>see</i> Hackney)	East London	16 & 17 Vict. c. clxvi.	No supply.
St. Marylebone	Grand Junction West Middlesex Chelsea	15 & 16 Vict. c. clvii. 15 & 16 Vict. c. clx. 15 & 16 Vict. c. clvi.	Part only. Part only. No supply.
St. Olave (District)— Parish of St. Olave	Southwark and Vauxhall . Lambeth	15 & 16 Vict. c. clviii. 11 & 12 Vict. c. vii.	Supplied. No supply.
Parish of St. Thomas, Southwark .	Southwark and Vauxhall . Lambeth	15 & 16 Vict. c. clviii. 11 & 12 Vict. c. vii.	Supplied. No supply.
Parish of St. John, Horselydown *	Southwark and Vauxhall . Lambeth	15 & 16 Vict. c. clviii. 11 & 12 Vict. c. vii.	Supplied. No supply.
St. Pancras (south of Fig Lane, now Crowndale Road)	West Middlesex	15 & 16 Vict. c. clx.	Part only.
St. Pancras (whole Parish)	New River	15 & 16 Vict. c. clx.	Part only.

* The Parish is called in the Southwark and Vauxhall Act, 1852, "St. John in the Borough of Southwark." Probably, however, both Acts would be interpreted as referring to the same Parish.

St. Saviour's (District)—					
Parish of Christchurch	{ Southwark and Vauxhall	.	15 & 16 Vict. c. clviii.	.	Part only.
Parish of St. Saviour (including the Liberty of the Clink).	{ Lambeth	.	11 & 12 Vict. c. vii.	.	Part only.
Ditto (not including the Liberty of the Clink).	{ Lambeth	.	11 & 12 Vict. c. vii.	.	Part only.
Shoreditch (St. Leonard)	Southwark and Vauxhall	.	15 & 16 Vict. c. clviii.	.	Part only.
Strand (District)—					
Parish of St. Anne, Soho	New River	.	15 & 16 Vict. c. clx.	.	Part only.
	East London	.	16 & 17 Vict. c. clxvi.	.	Part only.
Parish of St. John the Baptist, Savoy (otherwise Savoy Precinct)					
Parish of St. Paul, Covent Garden	Chelsea	.	15 & 16 Vict. c. clvi.	.	No supply.
	West Middlesex	.	15 & 16 Vict. c. clx.	.	Part only.
	New River	.	15 & 16 Vict. c. clx.	.	Part only.
	Chelsea	.	15 & 16 Vict. c. clvi.	.	No supply.
	West Middlesex	.	15 & 16 Vict. c. clx.	.	Supplied.
	New River	.	15 & 16 Vict. c. clvi.	.	No supply.
	Chelsea	.	15 & 16 Vict. c. clx.	.	Supplied.
	West Middlesex	.	15 & 16 Vict. c. clvi.	.	No supply.
	New River	.	15 & 16 Vict. c. clx.	.	Supplied.
	Chelsea	.	15 & 16 Vict. c. clx.	.	No supply.
	West Middlesex	.	15 & 16 Vict. c. clx.	.	No supply.
	New River	.	15 & 16 Vict. c. clx.	.	Supplied.
	Chelsea	.	15 & 16 Vict. c. clvi.	.	No supply.
	West Middlesex	.	15 & 16 Vict. c. clx.	.	Supplied.
	New River	.	15 & 16 Vict. c. clx.	.	Supplied.
Liberty of the Rolls					
	Southwark and Vauxhall	.	15 & 16 Vict. c. clviii.	.	Part only.
	Lambeth	.	11 & 12 Vict. c. vii.	.	Part only.
	Lambeth	.	11 & 12 Vict. c. vii.	.	Supplied.
	Lambeth	.	11 & 12 Vict. c. vii.	.	Supplied.
	Southwark and Vauxhall	.	15 & 16 Vict. c. clviii.	.	No supply.
Wandsworth (District)—					
Clapham	Southwark and Vauxhall	.	15 & 16 Vict. c. clviii.	.	Part only.
"	Lambeth	.	11 & 12 Vict. c. vii.	.	Part only.
Tooting Graveney	Lambeth	.	11 & 12 Vict. c. vii.	.	Supplied.
Streatham	Lambeth	.	11 & 12 Vict. c. vii.	.	Supplied.
"	Southwark and Vauxhall	.	15 & 16 Vict. c. clviii.	.	No supply.

TABLE A—continued.

Name of Parish or Place (as described in Metropolis Management Act, 1855).	Name of Company empowered to supply.	Reference to Act authorising the supply.	Whether actually supplied or not.
Wandsworth (District)— <i>continued</i> .			
Wandsworth	Southwark and Vauxhall	15 & 16 Vict. c. clviii.	Part only.
	Lambeth	11 & 12 Vict. c. vii.	Part only.
	West Middlesex	15 & 16 Vict. c. clx.	No supply.
Putney (including Roehampton)	Southwark and Vauxhall	47 & 48 Vict. c. cci.	Part only.
" (not including Roehampton).	Lambeth	11 & 12 Vict. c. vii.	11 supplies only.
" St. Mary	West Middlesex	15 & 16 Vict. c. clx.	No supply.
Westminster District (<i>see</i> St. Margaret and St. John)			
Whitechapel (District)—			
St. Mary, Whitechapel	East London	16 & 17 Vict. c. clxvi.	Part only.
	New River	15 & 16 Vict. c. clx.	Part only.
Christ Church, Spitalfields	East London	16 & 17 Vict. c. clxvi.	Part only.
"	New River	15 & 16 Vict. c. clx.	Part only.
St. Botolph Without Aldgate in the County of Middlesex	East London (under name St. Botolph, Aldgate.)	16 & 17 Vict. c. clxvi.	Part only.
	New River (under name St. Botolph, Aldgate Without.)	15 & 16 Vict. c. clx.	Part only.
Holy Trinity, Minorities	New River	15 & 16 Vict. c. clx.	Supplied.
St. Katherine's, Precinct of	New River	15 & 16 Vict. c. clx.	Part only.
Mile End (New Town)	East London	16 & 17 Vict. c. clxvi.	Supplied.
Old Artillery Ground	"	"	Supplied.
District of Tower	"	Authority doubtful	Supplied.
Woolwich	Kent	51 Geo. 3, c. cxlv.	Supplied.
" (north of the Thames)	East London	16 & 17 Vict. c. clx.	Part only.

Of the Extra-Parochial places (Sch. C. to the Met. Man. Act, 1855) "The Close of the Collegiate Church of St. Peter" is within the authorised limits of the Chelsea Company; "The Inner Temple, the Middle Temple, Lincoln's Inn, Gray's Inn, and Staple Inn," are within the authorised limits of the New River Company, and supplied by those Companies respectively. The Charterhouse and Furnival's Inn do not appear in any Act.

APPENDIX A.

TABLE B.

TABLE DESCRIBING THE AREAS OF SUPPLY OF THE SEVERAL COMPANIES ACCORDING TO THE NAMES OF THE PARISHES AND PLACES AS GIVEN IN THEIR ACTS (BOTH WITHIN AND WITHOUT THE COUNTY OF LONDON).

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
CHELSEA	Brompton	Supplied. .	1852
	Buckingham Palace and the precincts.	" . . .	"
	Chelsea	Partly supplied	"
	Close of the Collegiate Church of St. Peter, Westminster.	Supplied. .	"
	Fulham	Partly supplied	"
	Hammersmith	Not supplied .	"
	Kensington, St. Mary Abbots .	Partly supplied	"
	Kensington Palace and precincts .	Supplied. .	"
	Liberty of the Duchy of Lancaster .	Not supplied .	"
	Paddington, St. Mary	" . . .	"
	St. Anne, Soho	" . . .	"
	St. Clement Danes	" . . .	"
	St. George, Hanover Square . . .	Partly supplied	"
	St. George, Bloomsbury	Not supplied .	"
	St. Giles, Bloomsbury	" . . .	"
	St. Giles-in-the-Fields	" . . .	"
	St. James's Palace and precincts .	Supplied. .	"
	St. James, Westminster	Partly supplied	"
	St. John - the - Evangelist, Westminster .	" . . .	"
	St. John-the-Baptist, Savoy, Strand	Not supplied .	"
	St. Margaret, Westminster . . .	Partly supplied	"
	St. Martin-in-the-Fields	" . . .	"
	St. Marylebone	Not supplied .	"
	St. Mary-le-Strand	" . . .	"
	St. Paul, Covent Garden	" . . .	"
	Savoy Precincts	" . . .	"
	Scotland Yard	Supplied. .	"
	Westminster Palace and precincts .	Not supplied .	"
	Whitehall	Partly supplied	"
EAST LONDON	Artillery Ground	Supplied. .	
	Bethnal Green	" . . .	1853
	Bow	" . . .	"
	Bromley	" . . .	"
	Chigwell	" . . .	"
	Chingford	" . . .	"
	Clapton	Partly supplied	"
	Hackney	" . . .	"
	Ham (West)	Supplied. .	"
	" (East)	" . . .	"
	Homerton	" . . .	"

TABLE B—continued.

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
EAST LONDON —continued.	Islington	Not supplied .	1853
	Leyton	Supplied. .	"
	Leyton (Low)	"	"
	Leytonstone	"	"
	Limehouse	"	"
	Loughton	"	"
	Mile End (Old Town)	"	"
	" (New Town)	"	"
	Newington	Not supplied .	"
	Old Ford	Supplied. .	"
	Poplar	"	"
	Ratcliff	"	"
	St. George-in-the-East	"	"
	St. Luke, Old Street	Not supplied .	"
	Shadwell	Supplied. .	"
	Spitalfields	"	"
	Stamford Hill	"	"
	Stepney	"	"
	Stratford-le-Bow	"	"
	Walthamstow	"	"
	Waltham Abbey	"	"
	Waltham Holy Cross	"	"
	Wanstead	"	"
	Wapping	"	"
	Whitechapel	Partly supplied	"
	Woodford	Supplied. .	"
	Bishopsgate	Partly supplied	"
	Ilford	"	"
	St. Botolph, Aldgate	"	"
	Shoreditch	"	"
	Tottenham	"	"
	Woolwich (north of the Thames)	"	"
	Barking	Not supplied .	"
	Dagenham	"	"
	Dalston	"	"
	Holloway	"	"
	Kingsland	"	"
	Romford	"	"
	Shacklewell	"	"
GRAND JUNC- TION.	Acton	Supplied. .	1861
	Brentford	"	1852
	Bushey Park	"	1861
	Chiswick	"	"
	Ealing	"	1852
	Hammersmith	Partly supplied	"
	Hampton	Supplied .	1861
	Hampton Court	"	"
	Hampton Wick	"	"
	Hanwell	"	1878
	Hanworth	"	1861
	Heston	"	1878
	Isleworth	"	1861
	Kensington, St. Mary Abbots	Partly supplied	1852
	Paddington	"	"

TABLE B—*continued.*

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
GRAND JUNCTION— <i>contd.</i>	St. George, Hanover Square	Partly supplied	1852
	St. James, Westminster	"	"
	St. Marylebone	"	"
	Teddington	Supplied	1861
	Twickenham	"	"
	Whitton	"	"
KENT	Beckenham (Part of)	Supplied.	1877
	Bermondsey	Not supplied .	1811
	Bexley	Supplied.	1864
	Brasted (Part of)	"	1888
	Bromley	"	1864
	Charlton	"	1811
	Chelsfield	"	1877
	Chevening (Part of)	Not supplied .	1888
	Chislehurst	Supplied.	1864
	Cray (Foots Cray)	"	1877
	" (North Cray)	"	"
	" (St. Mary Cray)	"	"
	" (St. Paul's Cray)	"	"
	Crayford	"	1864
	Cudham	"	1888
	Darenth	"	1877
	Dartford	"	1864
	Deptford, St. Nicholas	"	1809
	Deptford, St. Paul	"	1809
	Downe	"	1888
	Eltham	"	1864
	Erith	"	"
	Eynsford	"	1877
	Farnborough	"	"
	Farningham	"	"
	Greenwich (St. Alphege)	"	1809
	Halstead	"	1888
	Hayes	"	1877
	Horton, Kirby	"	1888
	Keston	"	1877
	Knockholt	"	1888
	Lee	"	1809
	Lewisham	Partly supplied	"
	Lullingstaine or Lullingstone	Not supplied .	1888
	New Cross (within the manor of Hatcham)	Supplied.	1809
	Orpington	"	1877
	Peckham	Partly supplied	1811
	Peckham Rye	Not supplied .	"
	Plumstead	Supplied.	"
	Rotherhithe	Partly supplied	1809
	Shoreham (Part of)	"	1888
	Southfleet	Supplied.	"
	Stone	"	1877
	Sundridge (Part of)	Not supplied .	1888
	Sutton-at-Hone	Supplied.	1877
	Swanscombe	"	"
	West Wickham	"	"
	Westerham	"	1888
	Wickham	"	1864

TABLE B—continued.

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
KENT—contd.	Wilmington	Supplied.	1877
	Woolwich (South of the Thames)	"	1811
	If required by Sevenoaks Rural Sanitary Authority—		
	Brasted (part of)		1888
	Chevening "	"	"
	Otford "	"	"
	Shoreham "	"	"
LAMBETH	Sundridge "	"	"
	Battersea*	Partly supplied	1848
	Beckenham (the part of Parish lying on western side of River Ravensbourne)	Supplied.	"
	Bermondsey	Partly supplied	"
	Camberwell	"	"
	Christchurch	"	"
	Clapham	"	"
	Croydon	"	"
	Esher	Supplied.	"
	Horselydown	Not supplied	"
	Kingston-upon-Thames†	Supplied.	"
	Lambeth	Partly supplied	"
	Lewisham (the part of Parish lying on western side of River Ravensbourne)	"	"
	Long Ditton	Supplied.	"
	Malden	"	"
	Merton	"	"
	Mitcham	"	"
	Morden	Partly supplied	1848
	Moulsey (or Molesey) East	Supplied.	1871
	Moulsey (or Molesey) West	"	"
	Newington Butts	Partly supplied	1848
	Putney	"	"
	Rotherhithe	Not supplied	"
	St. George-the-Martyr	Partly supplied	"
	St. Mary, Newington	"	"
	St. Olave	Not supplied	"
	St. Saviour	Partly supplied	"
	St. Thomas	Not supplied	"
	Southwark (Clink Liberty)	"	"
	Streatham	Supplied.	"
	Thames Ditton	"	"
	Tooting Graveney	"	"
	Wandsworth	Partly supplied	"
	Wimbledon	"	"
NEW RIVER	Barnards Inn	Supplied.	1852
	Christchurch, Spitalfields	Partly supplied	"

* Under this expression the Lambeth Company claim power to supply Penge.

† The Lambeth Company supply some houses in the Parish of Ham and also in Hook, which they consider as part of Kingston-on-Thames. Perhaps they formed a part of Kingston in 1848.

TABLE B—*continued.*

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
NEW RIVER— <i>continued.</i>	City of London (all or parts)	Partly supplied	1852
	Ely Place	Supplied	"
	Ely Rents	"	"
	Gray's Inn	"	"
	Hatton Garden	"	"
	Highgate Hamlet	"	"
	Holy Trinity, Minories	"	"
	Inner Temple	"	"
	Lincoln's Inn	Supplied	"
	Middle Temple	"	"
	Norton Folgate	Not supplied	"
	Rolls Liberty	Supplied	"
	Saffron Hill	"	"
	St. Andrew, Holborn above the Bars	"	"
	St. Anne, Soho	Partly supplied	"
	St. Botolph, Aldgate Without	"	"
	St. Clement Danes	Supplied	"
	St. George, Bloomsbury	"	"
	St. George the Martyr	"	"
	St. Giles-in-the-Fields	"	"
	St. James, Westminster	Partly supplied	"
	St. James and St. John, Clerkenwell	Supplied	"
	St. John the Baptist, Savoy, Strand	"	"
	St. John, Hackney	Partly supplied	"
	St. John, Hampstead	"	"
	St. Katharine Precinct (Docks)	"	"
	St. Leonard, Shoreditch	"	"
	St. Luke, Middlesex	Supplied	"
	St. Martin-in-the Fields	Partly supplied	"
	St. Mary, Hornsey	Supplied	"
	St. Mary, Islington	"	"
	St. Mary-le-Strand	"	"
	St. Mary, Stoke Newington	"	"
	St. Mary, Whitechapel	Partly supplied	"
	St. Pancras	"	"
	St. Paul, Covent Garden	Supplied	"
	St. Sepulchre Without, Middlesex	"	"
	Savoy Precinct	"	"
	Staple Inn	"	"
	Thavies Inn	"	"
	Westminster (all or parts).	Partly supplied	"
	Such other places, if any, in the counties of Hertford and Middlesex out of the Metropolis as the Company are now (1852) authorised to supply.	[Doubtful what this means.]	"
	Broxbourne	Partly supplied	1854
	Cheshunt	"	"
	Edmonton	Supplied	"
	Enfield	Partly supplied	"
	Great Amwell	"	"
	Hoddesdon	"	"
	Little Amwell	Not supplied	"
	St. John, without the Borough of Hertford	"	"
	St. Margarets	Partly supplied	"

TABLE B—continued.

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
NEW RIVER— <i>continued.</i>	Tottenham	Partly supplied	1854
	Ware	Not supplied .	"
	Wormley	Partly supplied	"
SOUTHWARK AND VAUX- HALL.	Barnes	Supplied. .	1884
	Battersea	Partly supplied	1852
	Bermondsey	"	"
	Brixton (Lambeth)	"	"
	Camberwell	"	"
	Clapham	"	"
	Christ Church (Surrey)	"	"
	Deptford (St. Nicholas).	Not supplied .	"
	Deptford (St. Paul)	Partly supplied	"
	Dulwich	"	"
	East Sheen	Supplied .	1884
	Ham	"	"
	Kennington	Partly supplied	1852
	Kew	Supplied .	1884
	Lambeth	Partly supplied	1852
	Mortlake	Supplied .	1884
	Newington (St. Mary)	Partly supplied	"
	Peckham and Peckham Rye	"	1852
	Petersham	Supplied. .	1884
	Putney	Partly supplied	1884
	Richmond	Supply by bulk	No autho- rity.
	Roehampton	Supplied. .	1884
	Rotherhithe (St. Mary)	Partly supplied	1852
	Sheen	Supplied. .	1884
	St. George the Martyr (Southwark)	Partly supplied	1852
	St. Thomas (Southwark)	Supplied. .	"
	St. John (Southwark)		
	St. Olave (Southwark)		
	St. Saviour (Southwark)	Partly supplied	"
	Stockwell	"	"
	Streatham (St. Leonard's)	No supply .	"
	Walworth	Partly supplied	"
	Wandsworth	"	"
	Wimbledon (parts above the 100 feet Ordnance contour line)	Supplied. .	1884
WEST MIDDLE- SEX.	Acton (North of the G. W. Ry.)	Partly supplied	1866
	Barnes (St. Mary)	Not supplied .	1852
	Battersea (St. Mary)	"	"
	Bloomsbury (St. George's)	"	"
	Brentford (Old)	"	"
	" (New)	"	"
	Chelsea (St. Luke)	Partly supplied	"
	[West of the boundary defined in the Act.]*		
	Chiswick (St. Nicholas)	"	"
	Ealing (St. Mary)	"	"
	Fulham (All Saints)	"	"

* Section 32 of the West Middlesex Waterworks Act, 1852, is so framed as to enable the Chelsea Company to exact a penalty from the West Middlesex Company in the event of the latter supplying within a certain defined part of the eastern portion of the Parish of Chelsea.

TABLE B—*continued.*

Name of Company.	Parishes and Places authorised to be supplied.	Whether supplied or not.	Date when supply authorised.
WEST MIDDLE- SEX— <i>contd.</i>	Hammersmith (St. Paul's) . . .	Partly supplied	1852
	Hanwell (St. Mary) . . .	Not supplied .	"
	Hendon	Partly supplied	1866
	Heston	Not supplied .	1852
	Hounslow	" .	"
	Isleworth (All Saints) . . .	" .	"
	Kensington (St. Mary Abbots) .	Partly supplied	"
	Kew (St. Ann)	Not supplied .	"
	Mortlake	" .	"
	Paddington	Partly supplied	"
	Putney (St. Mary)	Not supplied .	"
	Richmond (St. Mary, Magdalene) .	" .	"
	Soho (St. Anne)	Partly supplied	"
	Strand (St. Mary-le-)	Not supplied .	"
	St. Clement Danes	" .	"
	St. Giles-in-the-Fields	" .	"
	St. John, Hampstead	Partly supplied	1866
	St. Marylebone	" .	1852
	St. Pancras (South of Fig Lane)* .	" .	"
	St. Paul, Covent Garden . . .	Not supplied .	"
	Westminster (St. James) . . .	" .	"
	" (St. Margaret)	Partly supplied	"
	[So much as lies within the town of Kensington.]		
	Wandsworth (St. Mary)	Not supplied .	"
	Willesden	Wholly supplied	1866

* Now approximately represented by Crowndale Road.

APPENDIX B.

COPIES OF AGREEMENTS BETWEEN THE LONDON WATER
COMPANIES AND THE CORPORATION OF LONDON AND
THE THAMES CONSERVANCY BOARD.

I. AGREEMENTS OF THE GRAND JUNCTION
COMPANY.

AGREEMENT OF 1852 WITH THE CORPORATION OF LONDON.

THIS INDENTURE made the 23rd day of June in the year of Our Lord 1852 Between The Grand Junction Waterworks Company of the one part and The Mayor and Commonalty and Citizens of the City of London of the other part. Whereas a Bill is now pending in Parliament for authorising the Grand Junction Waterworks Company to take water from or near the centre of the Northern Channel of the River Thames at a point opposite the eyot called Platt's Eyot in the Parish of Hampton in the County of Middlesex for the purpose of supplying water within the limits and for the purposes of the said Bill and the said Mayor and Commonalty and Citizens being apprehensive that such Bill if passed into a law would injure the navigation of the said River have opposed the passing of the same in Parliament. And whereas the said Mayor and Commonalty and Citizens have agreed to withdraw their said opposition upon the said Company entering into such covenants as hereinafter are contained. And whereas the Thames Navigation and port of London Committee appointed by the Mayor Aldermen and Commons of the City of London in Common Council assembled have consented to the above arrangement. Now this Indenture witnesseth and it is hereby agreed and declared between and by the parties hereto, and the Grand Junction Waterworks Company for themselves and their assigns do hereby covenant with the Mayor and Commonalty and Citizens of the City

of London and their assigns in manner following (that is to say) That when and as soon as the said Company shall commence taking water from the said River Thames at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks they the said Company or their assigns shall and will thenceforth yearly and every year thereafter during such time as they shall continue to take such water as aforesaid at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks well and truly pay unto the said Mayor and Commonalty and Citizens and their assigns the clear annual sum of £300 free from any deduction or abatement whatsoever as a contribution towards the expense of maintaining and keeping open the navigation of the said River such annual sum to commence from the day on which the said Company shall begin to take water from the said River at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks. And the first of such yearly payments to become payable and to be made at the expiration of 12 Calendar months next thereafter. And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens and their assigns that they the said Company or their assigns shall not nor will subtract or take away from the said River Thames in any one day a larger quantity of water than 20,000,000 of gallons during each 24 hours without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained. And further that they the said Company or their assigns shall not nor will without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained sell dispose of or supply any portion of the water which may be so taken away by them from the said River Thames to any other Company or persons or person whomsoever selling or supplying water for sale but that the said Company shall supply the whole of the water which may be taken away by them from the said River Thames to their own customers solely and for and to no other persons whomsoever. And further that it shall be lawful for the Engineer for the time being of the said Mayor and Commonalty and Citizens and for the principal Assistant of the said Engineer at all times to enter into and upon the works of the said Company for the purpose of ascertaining the quantity of water subtracted or taken by the said Company from the said River. Provided always And it is hereby expressly agreed that the quantity of water to be so taken by the said Company from

the said River shall not be deemed to include such quantity or quantities of water as the said Company may temporarily divert for the condensing purposes of their Steam Engines and which quantity or quantities they shall return again into the said River at a point opposite Platt's Eyot aforesaid or within half a mile thereof subject to the like power of entry and supervision by the said Engineer and his principal Assistant And this Indenture also witnesseth that it is hereby also agreed and declared between and by the parties to these presents and the Mayor and Commonalty and Citizens of the City of London do hereby for themselves and their assigns covenant with the said Grand Junction Waterworks Company and their assigns in manner following (that is to say) That provided and during such time as they shall punctually pay the said clear annual sum of £300 on the days and times hereinbefore appointed for payment thereof. And shall perform the covenants herein contained on their parts to be performed it shall be lawful for them the said Company and their assigns and that they the said Company and their assigns shall and may have liberty from and after the completion of the works required for that purpose and thenceforth for ever from day to day to obtain draw and impound any quantity of water from that part of the River Thames at a point opposite Platt's Eyot aforesaid not exceeding in the whole Twenty millions of gallons during each twenty-four hours. Provided always and it is hereby expressly agreed and declared between and by the parties hereto and these presents are upon this express condition that if at any time hereafter the said Company shall wholly take away and remove their intended works pipes or feeders and shall entirely cease and abstain from taking any water from the said River Thames at a point opposite Platt's Eyot aforesaid or from any other part of the said River that then and in such case and immediately thereupon the Agreement and Covenant hereinbefore contained on the part of the said Company to pay the said annual sum of £300 shall absolutely cease and determine save only and except as to any arrears thereof which may be then due and owing and save also and except as to a proportionate part of the said sum of £300 for the interval which shall have elapsed between the day on which the said annual sum of £300 shall be payable and the day on which the said Company shall cease to take water from the said River Thames at a point opposite Platt's Eyot aforesaid or from any part of the said River. And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens

that the said Company upon being required so to do by the Mayor Aldermen and Commons of the City of London in Common Council assembled and at the cost and expense of the said Company shall give and grant unto the said Mayor and Commonalty and Citizens a valid and effectual power of distress over the whole of the lands works and property of the said Company for securing the due and regular payment of the said annual sum of £300 in such manner and form as the said Mayor and Commonalty and Citizens or their Counsel in the Law shall require or advise. And further that they the said Company or their assigns shall and will from time to time and at all times hereafter upon the request and at the cost and expense of the said Mayor and Commonalty and Citizens do and execute all such acts deeds matters and things for the further better and more effectually or satisfactorily securing the payment of the aforesaid yearly sum of £300 in such manner and form as the said Mayor and Commonalty and Citizens or their Counsel in the Law shall require or advise. And it is hereby lastly agreed and declared between and by the said parties hereto. And the said Company for themselves and their assigns do hereby consent and agree that in case the said annual sum of £300 or any part thereof shall at any time be in arrear and unpaid for the space of three calendar months after any or either of the days or times hereinbefore appointed for the payment thereof being lawfully demanded upon or at any time after the expiration of such three calendar months or in case the said Company or their assigns shall at any time make default in the performance fulfilment or observance of any of the covenants hereinbefore contained on their part or behalf to be performed fulfilled or observed then and in any or either of such cases it shall be lawful for the said Mayor and Commonalty and Citizens or their assigns to cut off the communication with the said River Thames and to prevent the said Company or their assigns from taking any water from the said River for any purpose whatever. In witness whereof the said Company and the said Mayor and Commonalty and Citizens have respectively caused their Common Seals to be affixed to these presents the day and year first above written.

AGREEMENT OF 1886 WITH THE CONSERVATORS OF THE RIVER THAMES.

THIS AGREEMENT made the 23rd day of December 1886 Between The Grand Junction Waterworks Company (hereinafter called the Company) of the one part and The Conservators of the River Thames (hereinafter called the Conservators) of the other part. Whereas the Company are under obligation to make towards the funds of the Conservators the following annual contributions that is to say under Agreement made in 1852 the sum of £300 and under the Conservancy Act of 1878 the additional sum of £2000 making the total sum of £2300. And whereas the Company under the said Agreement of 1852 are authorised and empowered to take from the River Thames a quantity of water not exceeding Twenty million gallons during each 24 hours. And whereas the Conservators have lately represented to the Company that the annual income they now receive is inadequate to the proper fulfilment of their duty as Conservators of the River and that they intended to apply to Parliament in the ensuing Session for a Bill requiring the Company and other Companies drawing water from the River Thames to make further annual payments to the Conservators. And whereas the Conservators and the Company being desirous of avoiding the expenses of and incident to the proposed application to Parliament have entered into the arrangement hereinafter appearing. And whereas the four other Companies named in the Schedule hereto and hereinafter called the four other Companies have entered into a similar arrangement with the Conservators.

Now it is hereby mutually agreed by and between the Company and the Conservators as follows :—

1. The Company shall pay to the Conservators the annual sum of £1000 by half yearly payments on the 24th of June and the 25th of December in every year the first half yearly payment to become due as from the 24th of June next and to be paid on the 25th of December 1887 such payments shall be made irrespective of and in addition to the other annual sums payable by the Company to the Conservators as aforesaid and such payments shall continue to be made by the Company if and so long only as the Company are permitted to draw water from the River Thames to the extent hereinafter provided and also the several terms and conditions hereinafter appearing are fully performed and observed.

2. The Company and the four other companies may take divert and impound in any 24 hours from midnight to midnight any quantity of water from the River Thames not

exceeding in the whole the respective quantities following that is to say—

	Gallons.
The Governor and Company of Chelsea Waterworks	22,000,000
The Grand Junction Waterworks Company	24,500,000
The Company of Proprietors of Lambeth Waterworks	24,500,000
The Southwark and Vauxhall Water Company	24,500,000
The Company of Proprietors of the West Middlesex Waterworks	24,500,000

And any one of the above mentioned Companies may supply any part of the respective total quantity of water which they are authorised to take to any other or others of the Companies to be used only for the purposes for which the Companies are respectively empowered to use water.

3. In the event of the Company introducing into Parliament a Bill seeking power to take divert and impound in any 24 hours from midnight to midnight any quantity of water not exceeding in the whole the quantity hereinbefore mentioned in respect of the Company the Conservators will in every way and if necessary by evidence to be given at the expense of the Company support the application and will not seek in respect of such quantity any further payment or compensation whatsoever.

4. That measures shall be forthwith and from time to time taken by the Conservators to improve the condition of the waters of the River Wey and prevent the same being polluted so far as their powers admit.

5. That any alteration the Company may desire to make in the position or number of their intakes shall be conceded by the Conservators subject to the due maintenance of the navigation of the River Thames and without seeking in respect thereof any payment or compensation from the Company. Provided always that nothing in this clause contained shall authorise the Company to take a greater quantity of water than that mentioned in clause 2 hereof.

6. That the Conservators shall maintain the River bank at the towpath along the whole extent of any of the works of the Company.

7. That so far as is possible the height of the River shall be maintained between Molesey and Sunbury at not less than the ordinary summer level.

8. That the Conservators shall from time to time take steps to prevent defilement of the River generally and

especially defilement from house boats and shall expend a fair and proper portion of the payments agreed to be made by the Company in the duties appertaining to purification.

In witness whereof the Company and the Conservators have hereunto caused their respective Common Seals to be affixed the day and year first above written.

SCHEDULE.

The Governor and Company of Chelsea Waterworks.

The Company of Proprietors of the Lambeth Waterworks.

The Southwark and Vauxhall Water Company.

The Company of Proprietors of the West Middlesex Waterworks.

II. AGREEMENTS OF THE SOUTHWARK AND VAUXHALL COMPANY.

AGREEMENT OF 1852 WITH THE CORPORATION OF LONDON.

THIS INDENTURE made the 1st day of July in the year of our Lord 1852 Between The Southwark and Vauxhall Water Company of the one part and The Mayor and Commonalty and Citizens of the City of London of the other part Whereas a Bill is now pending in Parliament for authorizing the Southwark and Vauxhall Water Company to take water from or near the centre of the Northern Channel of the River Thames at a point opposite the Eyot called Platt's Eyot in the Parish of Hampton in the County of Middlesex for the purpose of supplying water within the limits and for the purposes of the said Bill And the said Mayor and Commonalty and Citizens being apprehensive that such Bill if passed into a law would injure the navigation of the said River have opposed the passing of the same in Parliament And whereas the said Mayor and Commonalty and Citizens have agreed to withdraw their said Opposition upon the said Company entering into such covenants as hereinafter are contained. And whereas the Thames Navigation and Port of London Committee appointed by the Mayor Aldermen and Commons of the City of London in Common Council assembled have consented to the said arrangement. Now this Indenture witnesseth and it is hereby agreed and declared between and by the parties hereto and the Southwark and Vauxhall Water Company for themselves and their assigns do hereby Covenant with the Mayor and Commonalty and Citizens of the City of London and their assigns in manner following (that is to say) That when and as soon as the said Company shall commence taking water from the said River Thames at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks they the said Company or their assigns shall and will thenceforth yearly and every year thereafter during such term as they shall continue to take such water as aforesaid at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks well and truly pay unto the said Mayor and Commonalty and Citizens and their assigns the clear annual sum of £300 free from any deduction or abatement whatso-

ever as a contribution towards the expense of maintaining and keeping open the navigation of the said River such annual sum to commence from the day on which the said Company shall begin to take water from the said River at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks. And the first of such yearly payments to become payable and to be made at the expiration of twelve calendar months next thereafter. And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens and their assigns. That they the said Company or their assigns shall not nor will subtract or take away from the said River Thames in any one day a larger quantity of water than Twenty millions of gallons during each twenty-four hours without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained. And further that they the said Company or their assigns shall not nor will without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained sell dispose of or supply any portion of the water which may be so taken away by them from the said River Thames to any other Company or persons or person whomsoever selling or supplying water for sale but that the said Company shall supply the whole of the water which may be taken away by them from the said River Thames to their own Customers solely and for and to no other persons whomsoever. And further that it shall be lawful for the Engineer for the time being of the said Mayor and Commonalty and Citizens and for the Principal Assistant of the said Engineer at all times to enter into and upon the works of the said Company for the purpose of ascertaining the quantity of water subtracted or taken by the said Company from the said River. Provided always and it is hereby expressly agreed that the quantity of water to be so taken by the said Company from the said River shall not be deemed to include such quantity or quantities of water as the said Company may temporarily divert for the condensing purposes of their Steam Engines and which quantity or quantities they shall return again into the said River at a point opposite Platt's Eyot aforesaid or within half a mile thereof subject to the like power of entry and supervision by the said Engineer and his Principal Assistant. And this Indenture also witnesseth that it is hereby also agreed and declared between and by the parties to these presents and the Mayor and Commonalty and Citizens of the City of London do hereby for themselves and their assigns Covenant with the said Southwark and

Vauxhall Water Company and their assigns in the manner following (that is to say) That provided and during such time as they shall punctually pay the said clear annual sum of Three hundred pounds on the days and times hereinbefore appointed for payment thereof and shall perform the covenants herein contained on their parts to be performed it shall be lawful for them the said Company and their assigns and that they the said Company and their assigns shall and may have liberty from and after the completion of the works required for that purpose thenceforth for ever from day to day to obtain draw and impound any quantity of water from that part of the River Thames at a point opposite Platt's Eyot aforesaid not exceeding in the whole Twenty millions of gallons during each twenty-four hours. Provided always and it is hereby expressly agreed and declared between and by the parties hereto and these presents are upon this express condition that if at any time hereafter the said Company shall wholly take away and remove their intended works pipes or feeders and shall entirely cease and abstain from taking any water from the said River Thames at a point opposite Platt's Eyot aforesaid or from any other part of the said River that then and in such case and immediately thereupon the Agreement and Covenant hereinbefore contained on the part of the said Company to pay the said annual sum of Three hundred pounds shall absolutely cease and determine save only and except as to any arrears thereof which may be then due and owing. And also save and except as to a proportionate sum of the said sum of Three hundred pounds for the interval which shall have elapsed between the day on which the said annual sum of Three hundred pounds shall be payable and the day on which the said Company shall cease to take water from the said River Thames at a Point opposite Platt's Eyot aforesaid or from any part of the said River. And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens that the said Company upon being required so to do by the Mayor Aldermen and Commons of the City of London in Common Council assembled and at the cost and expense of the said Company shall give and grant unto the said Mayor and Commonalty and Citizens a valid and effectual power of Distress over the whole of the Lands Works and property of the said Company for securing the due and regular payment of the said Annual sum of Three hundred pounds in such manner and form as the said Mayor and Commonalty and Citizens or their Counsel in the Law shall require or advise. And further that they the said Company or their assigns shall and will from time to time

and at all times hereafter upon the request and at the cost and expense of the said Mayor and Commonalty and Citizens do and execute all such acts deeds matters and things for the further better and more effectually or satisfactorily securing the payment of the aforesaid yearly sum of Three hundred pounds in such manner and form as the said Mayor and Commonalty and Citizens or their Counsel in the Law shall require or advise. And it is hereby lastly agreed and declared between and by the said parties hereto And the said Company for themselves and their assigns do hereby consent and agree that in case the said annual sum of Three hundred pounds or any part thereof shall at any time be in arrear and unpaid for the space of three calendar months after any or either of the days or times hereinbefore appointed for the payment thereof being lawfully demanded upon or at any time after the expiration of such three calendar months or in case the said Company or their assigns shall at any time make default in the performance fulfilment or observance of any of the Covenants hereinbefore contained on their part or behalf to be performed fulfilled or observed then and in any or either of such cases it shall be lawful for the said Mayor and Commonalty and Citizens or their assigns to cut off the communication with the said River Thames and to prevent the said Company or their assigns from taking any water from the said River for any purpose whatever. In witness whereof the said Company and the said Mayor and Commonalty and Citizens have respectively caused their Common Seals to be affixed to these presents the day and year first above written.

AGREEMENT OF 1886 WITH THE CONSERVATORS OF THE RIVER THAMES.

THIS AGREEMENT made the 23rd day of December 1886 between the Southwark and Vauxhall Water Company (hereinafter called the Company) of the one part and the Conservators of the River Thames (hereinafter called the Conservators) of the other part Whereas the Company are under obligation to make towards the funds of the Conservators the following annual contributions that is to say under Agreement made in 1852 the sum of £300 and under the Conservancy Act of 1878 the additional sum of £2,000 making the total sum of £2,300 And whereas the Company under the said Agreement of 1852 are authorised and empowered to take from the River Thames a quantity of

water not exceeding 20,000,000 gallons during each 24 hours And whereas the Conservators have lately represented to the Company that the annual income they now receive is inadequate to the proper fulfilment of their duty as Conservators of the River and that they intended to apply to Parliament in the ensuing Session for a Bill requiring the Company and other Companies drawing water from the River Thames to make further annual payments to the Conservators And whereas the Conservators and the Company being desirous of avoiding the expenses of and incident to the proposed application to Parliament have entered into the arrangement hereinafter appearing And whereas the four other Companies named in the Schedule hereto and hereinafter called the four other Companies have entered into a similar arrangement with the Conservators Now it is hereby mutually agreed by and between the Company and the Conservators as follows :—

1. The Company shall pay to the Conservators the annual sum of £1,000 by half yearly payments on the 24th of June and the 25th of December in every year the first half-yearly payment to become due as from the 24th of June next and to be paid on the 25th of December 1887 such payments shall be made irrespective of and in addition to the other annual sums payable by the Company to the Conservators as aforesaid and such payments shall continue to be made by the Company if and so long only as the Company are permitted to draw water from the River Thames to the extent hereinafter provided and also the several terms and conditions hereinafter appearing are fully performed and observed.

2. The Company and the four other Companies may take divert and impound in any 24 hours from midnight to midnight any quantity of water from the River Thames not exceeding in the whole the respective quantities following that is to say—

	Gallons.
The Governor and Company of Chelsea Waterworks	22,000,000
The Grand Junction Waterworks Company	24,500,000
The Company of Proprietors of Lambeth Waterworks	24,500,000
The Southwark and Vauxhall Water Company	24,500,000
The Company of Proprietors of the West Middlesex Waterworks	24,500,000

and any one of the above mentioned Companies may supply any part of the respective total quantity of water which they are authorised to take to any other or others of the

Companies to be used only for the purposes for which the Companies are respectively empowered to use water.

3. In the event of the Company introducing into Parliament a Bill seeking power to take divert and impound in any 24 hours from midnight to midnight any quantity of water not exceeding in the whole the quantity hereinbefore mentioned in respect of the Company the Conservators will in every way and if necessary by evidence to be given at the expense of the Company support the application and will not seek in respect of such quantity any further payment or compensation whatsoever.

4. That measures shall be forthwith and from time to time taken by the Conservators to improve the condition of the waters of the River Wey and prevent the same being polluted as far as their powers admit.

5. That any alteration the Company may desire to make in the position or number of their intakes shall be conceded by the Conservators subject to the due maintenance of the navigation of the River Thames and without seeking in respect thereof any payment or compensation from the Company Provided always that nothing in this Clause contained shall authorise the Company to take a greater quantity of water than that mentioned in Clause 2 hereof.

6. That the Conservators shall maintain the River bank at the towpath along the whole extent of any of the works of the Company.

7. That so far as is possible the height of the River shall be maintained between Molesey and Sunbury at not less than the ordinary Summer level.

8. That the Conservators shall from time to time take steps to prevent defilement of the River generally and especially defilement from house-boats and shall expend a fair and proper portion of the payments agreed to be made by the Company in the duties appertaining to purification.

In witness whereof the Company and the Conservators have hereunto caused their respective Common Seals to be affixed the day and year first above written.

SCHEDULE.

The Governor and Company of Chelsea Waterworks.

The Grand Junction Waterworks Company.

The Company of Proprietors of Lambeth Waterworks.

The Company of Proprietors of the West Middlesex Waterworks.

III. AGREEMENTS OF THE WEST MIDDLESEX COMPANY.

AGREEMENT OF 1852 WITH THE CORPORATION OF LONDON.

THIS INDENTURE made the 22nd day of June in the year of our Lord 1852 Between the Company of Proprietors of the West Middlesex Waterworks of the one part and the Mayor and Commonalty and Citizens of the City of London of the other part. Whereas a Bill is now pending in Parliament for authorising the said Company to take water from or near the centre of the Northern Channel of the River Thames at a point opposite the Eyot called Platt's Eyot in the parish of Hampton in the County of Middlesex for the purpose of supplying water within the limits and for the purposes of the said Bill and the said Mayor and Commonalty and Citizens being apprehensive that such Bill if passed into a law would injure the Navigation of the said River resolved to oppose the passing of the same in Parliament. And whereas the said Mayor and Commonalty and Citizens have agreed to forego their said intended opposition upon the said Company entering into such Covenants as hereinafter are contained. And whereas the Thames Navigation and Port of London Committee appointed by the Mayor Aldermen and Commons of the City of London in Common Council assembled have consented to the said arrangement. Now this Indenture witnesseth and it is hereby agreed and declared between and by the parties hereto and the Company of Proprietors of the West Middlesex Waterworks for themselves and their assigns do hereby covenant with the Mayor and Commonalty and Citizens of the City of London and their assigns in the manner following (that is to say): That when and as soon as the said Company shall commence taking water from the said River Thames at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks they the said Company or their assigns shall and will thenceforth yearly and every year thereafter during such time as they shall continue to take such water as aforesaid at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks well and truly pay unto the said Mayor and Commonalty and Citizens and their assigns the clear annual sum of £300 free from any deduction or abatement whatsoever as a contribution towards

the expense of maintaining and keeping open the Navigation of the said River such annual sum to commence from the day on which the said Company shall begin to take water from the said River at a point opposite Platt's Eyot aforesaid or at any place between Teddington and Sunbury Locks and the first of such yearly payments to become payable and to be made at the expiration of 12 calendar months next thereafter. And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens and their assigns That they the said Company or their assigns shall not nor will subtract or take away from the said River Thames in any one day a larger quantity of water than twenty millions of gallons during each 24 hours without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained. And further that they the said Company or their assigns shall not nor will without the previous consent of the Mayor Aldermen and Commons of the City of London in Common Council assembled first had and obtained sell dispose of or supply any portion of the water which may be so taken away by them from the said River Thames to any other Company or persons or person whomsoever selling or supplying water for sale but that the said Company shall supply the whole of the water which may be taken away by them from the said River Thames to their own Customers solely and for and to no other persons whomsoever. And further that it shall be lawful for the Engineer for the time being of the said Mayor and Commonalty and Citizens and for the principal Assistant of the said Engineer at all times to enter into and upon the Works of the said Company for the purpose of ascertaining the quantity of water subtracted or taken by the said Company from the said River. Provided always and it is hereby expressly agreed that the quantity of water to be so taken by the said Company from the said River shall not be deemed to include such quantity or quantities of water as the said Company may temporarily divert for the condensing purposes of their steam engines and which quantity or quantities they shall return again into the said River at a point opposite Platt's Eyot aforesaid or within half-a-mile thereof subject to the like power of entry and supervision by the said Engineer and his principal Assistant. And this Indenture also witnesseth That it is hereby also agreed and declared between and by the parties to these presents and the Mayor and Commonalty and Citizens of the City of London do hereby for themselves and their assigns covenant with the said West Middlesex Waterworks Company and their assigns in manner following (that

is to say) That provided and during such time as they shall punctually pay the said clear annual sum of £300 on the days and times hereinbefore appointed for payment thereof and shall perform the Covenants herein contained on their parts to be performed it shall be lawful for them the said Company and their assigns and that they the said Company and their assigns shall and may have liberty from and after the completion of their works for that purpose and thenceforth for ever from day to day to obtain draw and impound any quantity of water from that part of the River Thames at a point opposite Platt's Eyot aforesaid or elsewhere between Teddington and Sunbury Locks not exceeding in the whole twenty millions of gallons during each 24 hours Provided always and it is hereby expressly agreed and declared between and by the parties hereto and these presents are upon this express condition that if at any time hereafter the said Company shall wholly take away and remove their intended works, pipes or feeders and shall entirely cease and abstain from taking any water from the said River Thames at a point opposite Platt's Eyot aforesaid or from any other part of the said River between Teddington and Sunbury Locks that then and in such case and immediately thereupon the agreement and covenant hereinbefore contained on the part of the said Company to pay the said annual sum of £300 shall absolutely cease and determine save only and except as to any arrears thereof which may be then due and owing And save also and except as to a proportionate part of the said sum of £300 for the interval which shall have elapsed between the day on which the said annual sum of £300 shall be payable, and the day on which the said Company shall cease to take water from the said River Thames at a point opposite Platt's Eyot aforesaid or from any part of the said River between Teddington and Sunbury Locks And the said Company do hereby for themselves and their assigns further covenant with the said Mayor and Commonalty and Citizens that the said Company upon being required so to do by the Mayor Aldermen and Commons of the City of London in Common Council assembled and at the cost and expense of the said Company shall give and grant unto the said Mayor and Commonalty and Citizens a valid and effectual power of distress over the whole of the Lands works and property of the said Company for securing the due and regular payment of the said annual sum of £300 in such manner and form as the said Mayor and Commonalty and Citizens or their Counsel in the Law shall require or advise And further that they the said Company or their assigns shall and will from time to time and at all times hereafter upon the

request and at the cost and expense of the said Mayor and Commonalty and Citizens do and execute all such acts deeds matters and things for the further better and more effectually or satisfactorily securing the payment of the aforesaid yearly sum of £300 in such manner and form as the said Mayor and Commonalty or their Counsel in the Law shall require or advise And it is hereby lastly agreed and declared between and by the said parties hereto And the said Company for themselves and their assigns do hereby consent and agree That in case the said annual sum of £300 or any part thereof shall at any time be in arrear and unpaid for the space of three calendar months after any or either of the days or times hereinbefore appointed for the payment thereof being lawfully demanded upon or at any time after the expiration of such three calendar months Or in case the said Company or their assigns shall at any time make default in the performance fulfilment or observance of any of the covenants hereinbefore contained on their part or behalf to be performed fulfilled or observed then in any or either of such cases it shall be lawful for the said Mayor and Commonalty and Citizens or their assigns to cut off the communication with the said River Thames and to prevent the said Company or their assigns from taking any water from the said River for any purpose whatever In witness whereof the said Company and the said Mayor and Commonalty and Citizens have respectively caused their Common Seals to be affixed to these presents the day and year first above written.

AGREEMENT OF 1886 WITH THE CONSERVATORS OF THE RIVER THAMES.

THIS AGREEMENT made the twenty third day of December one thousand eight hundred and eighty six Between The Company of Proprietors of the West Middlesex Waterworks (hereinafter called "the Company") of the one part and The Conservators of the River Thames (hereinafter called "the Conservators") of the other part Whereas the Company are under obligation to make towards the funds of the Conservators the following annual contributions that is to say under Agreement made in One thousand eight hundred and fifty two the sum of Three hundred pounds and under the Thames Conservancy Act of 1878 the additional sum of Two thousand pounds making the total sum of Two thousand three hundred pounds And Whereas the Company under the said Agreement of one thousand eight hundred and fifty-two are authorised and empowered

to take from the River Thames a quantity of water not exceeding Twenty million gallons during each twenty-four hours. And whereas the Conservators have lately represented to the Company that the annual income they now receive is inadequate to the proper fulfilment of their duty as Conservators of the River and that they intended to apply to Parliament in the ensuing Session for a Bill requiring the Company and other Companies drawing water from the River Thames to make further annual payments to the Conservators. And whereas the Conservators and the Company being desirous of avoiding the expenses of and incident to the proposed application to Parliament have entered into the arrangement hereinafter appearing. And whereas the four other Companies named in the Schedule hereto and hereinafter called "the four other Companies" have entered into a similar arrangement with the Conservators. Now it is hereby mutually agreed by and between the Company and the Conservators as follows:—

1. The Company shall pay to the Conservators the annual sum of One thousand pounds by half yearly payments on the twenty-fourth of June and the twenty-fifth of December in every year the first half yearly payment to become due as from the twenty-fourth of June next and to be paid on the twenty-fifth of December One thousand eight hundred and eighty-seven such payments shall be made irrespective of and in addition to the other annual sums payable by the Company to the Conservators as aforesaid and such payments shall continue to be made by the Company if and so long only as the Company are permitted to draw water from the River Thames to the extent hereinafter provided and also the several terms and conditions hereinafter appearing are fully performed and observed.

2. The Company and the four other Companies may take divert and impound in any twenty four hours from midnight to midnight any quantity of water from the River Thames not exceeding in the whole the respective quantities following that is to say:—

	Gallons.
The Governor and Company of the Chelsea Waterworks	22,000,000
The Grand Junction Waterworks Company	24,500,000
The Company of Proprietors of Lambeth Waterworks	24,500,000
The Southwark and Vauxhall Water Company	24,500,000
The Company of Proprietors of the West Middlesex Waterworks	24,500,000

And any one of the above-mentioned Companies may supply any part of the respective total quantity of water which they are authorised to take to any other or others of the Companies to be used only for the purposes for which the Companies are respectively empowered to use water.

3. In the event of the Company introducing into Parliament a Bill seeking power to take divert and impound in any twenty four hours from midnight to midnight any quantity of water not exceeding in the whole the quantity hereinbefore mentioned in respect of the Company the Conservators will in every way and if necessary by evidence to be given at the expense of the Company support the application and agree not to seek in respect of such quantity any further payment or compensation whatsoever.

4. That measures shall be forthwith and from time to time taken by the Conservators to improve the condition of the water of the River Wey and prevent the same being polluted as far as their powers admit.

5. That any alteration the Company may desire to make in the position or number of their intakes shall be conceded by the Conservators subject to the due maintenance of the navigation of the River Thames and without seeking in respect thereof any payment or compensation from the Company. Provided always that nothing in this clause contained shall authorise the Company to take any greater quantity of water than that mentioned in Clause 2 hereof.

6. That the Conservators shall maintain the River bank at the towpath along the whole extent of any of the Works of the Company.

7. That so far as is possible the height of the River shall be maintained between Moseley and Sunbury at not less than the ordinary Summer level.

8. That the Conservators shall from time to time take steps to prevent defilement of the River generally and especially defilement from house-boats and shall expend a fair and proper portion of the payments agreed to be made by the Company in the duties appertaining to purification.

In witness whereof the Company and the Conservators have respectively caused their Common Seals to be hereunto affixed the day and year first above written.

THE SCHEDULE.

- (1) The Governor and Company of Chelsea Waterworks.
- (2) The Grand Junction Waterworks Company.
- (3) The Company of Proprietors of Lambeth Waterworks.
- (4) The Southwark and Vauxhall Water Company.

IV. AGREEMENTS OF THE LAMBETH COMPANY.

AGREEMENT OF 1886 WITH THE CONSERVATORS OF THE RIVER THAMES.*

THIS AGREEMENT made the twenty-third day of December One thousand eight hundred and eighty six Between the Company of Proprietors of Lambeth Water Works (hereinafter called the Company) of the one part and The Conservators of the River Thames (hereinafter called the Conservators) of the other part Whereas the Company are under obligation to make towards the funds of the Conservators the following annual contributions that is to say under Agreement made in One thousand eight hundred and fifty one the sum of two hundred pounds which was increased by the Lambeth Water Works Act 1871 to two hundred and fifty pounds and under the Conservancy Act of 1878 the additional sum of two thousand pounds making the total sum of two thousand two hundred and fifty pounds And whereas the Company under the said Agreement of One thousand eight hundred and fifty one are authorised and empowered to take from the River Thames a quantity of water not exceeding twenty million gallons during each twenty-four hours And whereas the Conservators have lately represented to the Company that the annual income they now receive is inadequate to the proper fulfilment of their duty as Conservators of the River and that they intended to apply to Parliament in the ensuing Session for a Bill requiring the Company and other Companies drawing water from the River Thames to make further annual payments to the Conservators And whereas the Conservators and the Company being desirous of avoiding the expenses of and incident to the proposed application to Parliament have entered into the arrangement hereinafter appearing And whereas the four other Companies named in the Schedule hereto and hereinafter called the four other Companies have entered into a similar arrangement with the Conservators.

* This Company's agreement of 1851 is set out in the text at p. 79.

Now it is hereby mutually Agreed by and between the Company and the Conservators as follows:—

1. The Company shall pay to the Conservators the annual sum of One thousand pounds by equal half yearly payments on the twenty-fourth of June and the twenty-fifth of December in every year the first half yearly payment to become due as from the twenty-fourth of June next and to be paid on the twenty-fifth of December One thousand eight hundred and eighty seven such payments shall be made irrespective of and in addition to the other annual sums payable by the Company to the Conservators as aforesaid and such payments shall continue to be made by the Company if and so long only as the Company are permitted to draw water from the River Thames to the extent hereinafter provided and also the several terms and conditions herein-after appearing are fully performed and observed.

2. The Company and the four other Companies may take divert and impound in any twenty-four hours from midnight to midnight any quantity of water from the River Thames not exceeding in the whole the respective quantities following that is to say:—

	Gallons.
The Governor and Company of Chelsea Waterworks	22,000,000
The Grand Junction Waterworks Company	24,500,000
The Company of Proprietors of Lambeth Waterworks	24,500,000
The Southwark and Vauxhall Water Company	24,500,000
The Company of Proprietors of West Middlesex Waterworks	24,500,000

And any one of the above-mentioned Companies may supply any part of the respective total quantity of water which they are authorised to take to any other or others of the Companies to be used only for the purposes for which the Companies are respectively empowered to use water.

3. In the event of the Company introducing into Parliament a Bill seeking power to take divert and impound in any twenty-four hours from midnight to midnight any quantity of water not exceeding in the whole the quantity hereinbefore mentioned in respect of the Company the Conservators will in every way and if necessary by evidence to be given at the expense of the Company support the application and will not seek in respect of such quantity any further payment or compensation whatsoever.

4. That measures shall be forthwith and from time to time taken by the Conservators to improve the condition of

the waters of the River Wey and prevent the same being polluted so far as their powers admit.

5. That any alteration the Company may desire to make in the position or number of their intakes shall be conceded by the Conservators subject to the due maintenance of the navigation of the River Thames and without seeking in respect thereof any payment or compensation from the Company. Provided always that nothing in this clause contained shall authorise the Company to take any greater quantity of water than that mentioned in Clause 2 hereof.

6. That the Conservators shall maintain the River bank at the towpath along the whole extent of any of the Works of the Company.

7. That so far as is possible the height of the River shall be maintained between Molesey and Sunbury at not less than the ordinary summer level.

8. That the Conservators shall from time to time take steps to prevent defilement of the River generally and especially defilement from House-boats and shall expend a fair and proper portion of the payments agreed to be made by the Company in the duties appertaining to purification.

As witness the respective Common Seals of the Company and the Conservators.

SCHEDULE.

The Governor and Company of Chelsea Waterworks.

The Grand Junction Waterworks Company.

The Southwark and Vauxhall Water Company.

The Company of Proprietors of the West Middlesex Waterworks.

APPENDIX C.

PART I.

EXTRACTS FROM ACTS

RELATING TO THE SEVERAL METROPOLITAN WATER COMPANIES, WITH DATE AND TITLE OF THE ACT, AND WITH NOTES.

CHELSEA COMPANY.

1852. *The Chelsea Waterworks Act.**

Section 15. *Limits of this Act for supply of water.*

The limits of this Act for the supply of water by the Company shall comprise the City of Westminster and all or any part or parts of the several parishes and other places following: (that is to say) Chelsea, Fulham, Brompton, Kensington Palace and the precincts thereof, St. Mary Abbots Kensington, Hammersmith, St. Mary Paddington, St. Marylebone, St. George Hanover Square, St. Ann Soho, St. Giles in the Fields, St. George Bloomsbury, St. George and St. Giles Bloomsbury, St. Clement's Danes, St. Mary le Strand, St. John the Baptist, Savoy Strand, Savoy precincts, St. Paul Covent Garden, St. Martin in the Fields, St. James Westminster, Scotland Yard Westminster, Whitehall, St. Margaret Westminster, St. John the Evangelist Westminster, the Liberty of the Duchy of Lancaster, St. Margaret and St. John Westminster, the Close of the Collegiate Church of St. Peter Westminster, Buckingham Palace and the precincts thereof, St. James Palace and the precincts thereof, and Westminster Palace and the precincts thereof, all in the County of Middlesex.

Section 43. *Power to take water from the River Thames.†*

It shall be lawful for the Company within the limits described on the said plans ‡ in that behalf, to obtain, draw, and impound water from that part of the River Thames, in the Parish of Kingston-upon-Thames, in the County of

* All former Acts and Letters Patent under which the Company had carried on business are repealed by this Act.

† Section 5 preserves to the Company all its old easements, rights, privileges and water streams. The supply authorised to be drawn from the Thames was not restricted by this Act.

‡ The deposited plans of the works authorised by the Act.

Surrey, which is at or near to a certain wharf or wharves, now or late in the occupation of Charles Lambourne, at Seething Wells, in the said Parish of Kingston-upon-Thames, for the purpose of supplying water within the limits, and for the purposes of this Act, and also to take, obtain, and draw water from that part of the same river in the Parish of East Moulsey, in the said County of Surrey, which is situate about four hundred yards westward of the head of a certain lock called Moulsey Lock, in the same parish, for the purpose of flushing or cleansing any drain to be constructed by the Company as part of the works hereby authorised, provided always that the works in the River Thames, or immediately connected therewith, shall be constructed according to a plan to be approved of by the Mayor, Aldermen, and Commons of the City of London in Common Council assembled, and to be deposited at the Office of the Town Clerk of the same City, and that such works shall be done and performed to the satisfaction of the Engineer for the time being employed in the Thames Navigation.

Section 47. Power to purchase lands for additional accommodation.

It shall be lawful for the Company, in addition to the lands hereby authorised to be compulsorily taken by them, to contract with any party willing to sell the same for the purchase of any lands not exceeding thirty acres, to be taken and used in such places as shall be deemed eligible for extraordinary purposes;* (that is to say) for the purpose of making, setting up, and providing additional tanks, aqueducts, and other buildings, works, and conveniences, or for making convenient roads or ways to the works hereby authorised, or for any other purposes connected with the said works, which the Company may think beneficial to the undertaking.†

1864. The Chelsea Waterworks Act.

This Act confers no power to take water.

1875. The Chelsea Waterworks Act.

Section 4. Power for Company to make works shown on deposited plans and sections.

Subject to the provisions of this Act, the Company from

* The purposes for which this land may be used are here limited and defined, and do not apply to any of the lands *authorised to be compulsorily taken* or then belonging to the Company.

† These general words, according to the ordinary principles of interpretation, do not extend the scope of the earlier particular words.

time to time may make and maintain in the situation and according to the lines and levels shown upon the deposited plans and sections, the several works shown on those plans and sections, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The works hereinbefore referred to and authorised by this Act will be wholly situate in the County of Surrey, and are as follows:—

- (a) An engine house with all necessary engines and conveniences, situate in the parish of West Molesey, otherwise West Moulsey, near the reservoirs of the Lambeth Waterworks Company;
- (b) A conduit or line of pipes (No. 1) wholly in the said parish of West Molesey, commencing on the bed or shore of the River Thames, and terminating within the intended engine house (a);
- (c) A conduit or line of pipes (No. 2) commencing in the said parish of West Molesey at the intended engine house (a), and terminating in the township or district of St. Mark, Surbiton, in the parish of Kingston-upon-Thames, in the existing waterworks of the Company;
- (d) and (e) A reservoir (No. 1) and a reservoir (No. 2) situate respectively in the said parishes of West Molesey and Walton-upon-Thames, near the intended engine house (a).

Section 5. Power to make incidental works and to divert footpaths.

In connection with the works shown on the deposited plans and sections the Company may, upon lands acquired by or belonging to them, from time to time make and maintain all necessary and convenient approaches, embankments, wells, tanks, filtering beds, dams, sluices, outfalls, channels, conduits, drains, pipes, engines, works, and conveniences for collecting, filtering, storing, and distributing water, and they may alter and divert, in accordance with the deposited plans, any footpath or footpaths shown on those plans as intended to be so altered or diverted.

Section 19. Power to purchase lands by agreement.

The Company from time to time, for the purposes of this Act, and in addition to the lands, easements, and rights which by this Act they are authorised to purchase compulsorily, may by agreement purchase, or may acquire by way of exchange, and may hold for any purposes of this Act, in addition to the lands, easements, and rights which by the

Act of 1852 they are authorised to acquire by agreement, any lands not exceeding in the whole three acres, or any easements or rights, not being easements or rights of water, in, over, or affecting any lands.

Section 25. *Power to take water from Thames, &c.*

The Company from time to time may collect, and by means of the conduits or lines of pipes shown on the deposited plans and by this Act authorised, take and divert into their now existing reservoirs and works and the reservoirs and works by this Act authorised, and there impound, and thence distribute so much as they from time to time find requisite of the waters of the River Thames and its tributaries, and of any other of the streams and waters shown on the deposited plans, and of any springs on or near the works by this Act authorised, provided the quantity so taken from the Thames does not exceed twenty millions of gallons in any twenty-four consecutive hours, and the Company shall be subject to the same restrictions and obligations with respect to the taking of water from the River Thames as they are subject to at the time of the passing of this Act.

Section 26. *Saving rights of Conservators under an agreement dated 17th June, 1852.*

Nothing in this Act contained shall extend to annul, alter, abridge, or affect a certain indenture or agreement dated the 17th of June, 1852, and entered into between the Governor and Company of Chelsea Waterworks and the Mayor and Commonalty and Citizens of the City of London, and the several covenants and conditions therein shall remain in force as fully as if this Act had not passed.*

1887. *The Chelsea Waterworks Act.*

This Act authorises the sale of certain land, but gives no further power to take water.†

* Section 26 does not give any sanction or validity to the agreement with the Thames Conservancy, but prevents the covenants and conditions therein being in any way affected.

† This Company refer to an agreement of 23rd December, 1886, authorising them to take a further 2,000,000 gallons daily (as to which, see above, p. 68).

EAST LONDON COMPANY.

1807. *East London Waterworks Act.*

Repealed.

1808. *East London Waterworks Act.*

Repealed.

1829. *East London Waterworks Act.*

Repealed.

1852. *East London Waterworks Act (No. 2).*

Repealed.

1853. *East London Waterworks Act.*

Section 5. *Repeals the East London Waterworks (No. 2) Act, 1852.**

Section 53. *Limits of Act for water supply.*

The limits of this Act for the supply of water by the Company shall comprise and include the several parishes, townships, and extra-parochial places following (to wit): Stratford Bow, otherwise Stratford-le-Bow, in the Counties of Middlesex and Essex, Saint John Hackney, Saint Mary Islington, Saint Matthew Bethnal Green, Saint Mary Whitechapel, Saint George's in the East, Saint John Wapping, Saint Paul Shadwell, Saint Dunstan Stepney, Saint Ann Limehouse, Christchurch, Spitalfields, Saint Botolph Aldgate, Bishopsgate Within, Bishopsgate Without, Saint Luke Old Street, Saint Leonards Shoreditch, Newington, Tottenham, Ratcliff, Mile End Old Town, Mile End New Town, Poplar, Old Ford, Homerton, Upper Clapton, Lower Clapton, Stamford Hill, Dalston, Kingsland, Shacklewel, Holloway, West Ham, Bow, Bromley, Mile End, Stepney, and places adjacent, or near thereto in the City of London, and the County of Middlesex respectively, and Waltham Abbey, Waltham Holy Cross, Chingford, Walthamstow,

* All the East London Company's Acts previous in date to this Act of 1853 appear to be repealed, although the Company refer to some of them as being in force. Section 144 repeats and re-enacts certain sections extracted from the old Acts.

Woodford, Leyton, Low Leyton, Leytonstone, Wanstead, East Ham, Barking, Great Ilford, Little Ilford, Romford, Chigwell, Lowton, otherwise Loughton, and Dagenham, in the County of Essex, and so much of the Parish of Woolwich in the County of Kent as is situate North of the River Thames.

Section 54. Power to East London Company to take water from the River Lee under certain regulations.

The Company may from time to time after the commencement of this Act by means of all or any of the works which they are by this Act authorised to make and maintain respectively take and use such water as they from time to time require from the River Lee, and the navigation of that river and the tributaries, springs, cuts, and branches of that river, or any of them: Provided always, that the Company shall not, without the consent of the River Lee Trustees, so take such water in greater quantity or at a less price than are respectively provided for by the "Lee Navigation Improvement Act, 1850:" Provided also, that nothing in this Act contained shall authorise the River Lee Trustees to give any such consent as last aforesaid, so as to affect injuriously the navigation of the said river: Provided also, that if by reason of the taking by the Company of water from the River Lee at any point higher than the points at which the Company before the passing of the East London Act were entitled to take it, or by the execution of the works by this Act authorised to be made and maintained respectively, the navigation of that river or any of the mills or other works on that river, be prejudiced, the Company shall make to the River Lee Trustees or, as the case may require, to the owners or occupiers of such mills or other works, full compensation for all damage thereby occasioned.

Section 55. As to height of water to be maintained at Tottenham Mills.

Provided always, that nothing in this Act contained shall authorise the Company so to draw down the water from the tail of Tottenham Mills below the height at which the same is required to be maintained immediately above Lee Bridge Mills, by the forty-second section of the recited Act of the seventh year of King George the Third, chapter fifty-one.

*Section 91. Lands for extraordinary purposes.**

The Company may, under this Act, purchase lands for

* The meaning of this expression "extraordinary purposes" is not defined. I think it cannot mean the ordinary works of the Company, and cannot mean "the general purposes of their undertaking"; so that lands acquired under this section are not within section 12 of the Act of 1886.

extraordinary purposes not exceeding twenty acres, provided always that the Company shall not, under this Act, purchase any such lands exceeding ten acres from parties under legal disability.

Section 93. Power for Company to purchase and rent lands, &c., by agreement.

The Company from time to time, and in addition to the lands which they are by this Act authorised to take compulsorily, may by agreement with the Northern and Eastern Railway Company and Eastern Counties Railway Company and any other owners of any lands and streams which the Company require for the purposes of this Act, purchase or otherwise acquire such lands and streams or the user thereof, and any easement, power, or authority, in, through, over, or with respect to the same, and may by like agreement purchase or otherwise acquire the reversion of any lands or streams for the time being held by the Company by or under any lease or the discharge of the demised premises from the rent reserved by or the other obligations of the lease thereof.

Section 107. Saving rights of mill owners on the River Lee.

Provided always, that this Act or anything therein contained shall not take away, defeat, lessen, or prejudice any rights or remedies to which the owners and occupiers of any mills or works upon the River Lee are now entitled under or by virtue of the provisions contained in "The Lee Navigation Improvement Act, 1850," for ascertaining the amount of water power to which the owners and occupiers of such mills and works are respectively entitled, and for making compensation in respect of any diminution of such water.

Section 108. Saving rights of taking water from River Lee for the purposes of trade, &c.

Provided always, that except as is by this Act expressly provided, this Act or anything therein contained shall not prevent the water of the River Lee being taken by any person having immediately before the commencement of this Act right to take the same for the purposes of trades, manufactures, works and occupations, by any pipes or drains, sewers and watercourses.

NOTE.—Sections 111 and 134 to 140 inclusive (various saving and restrictive clauses) require examination.

1867. *East London Waterworks (Thames Supply) Act.*

Section 4. *Power for Company to take lands for purposes of Act.*

For the purposes of this Act the Company from time to time may enter upon, take, and use such of the lands shown on the deposited plans and specified in the deposited books of reference as they from time to time think requisite, or where they think fit they may purchase by agreement but not otherwise any easement or right (not being an easement or right of water) in, over, or affecting any of those lands without taking the lands or any other estate or interest therein.

Section 6. *Works authorised by Act.*

The works by this Act authorised to be made and altered, enlarged, extended, improved, and maintained, and the things by this Act authorised to be done by the Company, comprise the following works and things, with all such incidental works and conveniences as the Company find requisite (that is to say)—

(No. 1.) A conduit or pipes commencing in the parish of Walton-on-Thames in the County of Surrey in the bed of the River Thames near Sunbury Weir and terminating in the parish of Hornsey, otherwise St. Mary Hornsey, in the County of Middlesex, in the Seven Sisters Road near where the main line of the Great Northern Railway crosses that road.

* * * * *

(No. 3.) A reservoir or reservoirs and filtering beds in lands in the parish of Sunbury, in the County of Middlesex, situate to the north westward of the public carriage road leading from Sunbury by Sunbury station to Hanworth.

* * * * *

(No. 9.) In the several places named in deposited books of reference, and in connection with the works named in this section respectively, all such approaches, embankments, wells, tanks, filtering-beds, dams, sluices, outfalls, channels, conduits, drains, pipes, engines, works, and conveniences for collecting, filtering, storing and distributing water and intercepting, purifying, and disinfecting sewage and other matter as the Company from time to time think fit.

Section 15. *Power to purchase lands by agreement.*

The Company from time to time, for the purposes of

this Act, and in addition to the lands, easements, and rights, which by this Act they are authorised to purchase compulsorily, may by agreement purchase or may acquire by way of exchange and may hold for any purposes of this Act any lands, not exceeding in the whole sixty acres, or any easements or rights, not being easements or rights of water in, over, or affecting any lands.

Section 21. *Power to take water from Thames, &c.**

The Company from time to time may collect, and by means of the conduits by this Act authorised, take and divert into their now existing reservoirs and works and the reservoirs and works by this Act authorised, and there impound and thence distribute so much as they from time find requisite of the waters of the River Thames and its tributaries, and of any other of the streams and waters shown on the deposited plans. Provided that except in times of flood the Company shall not in any one day, reckoned from midnight to midnight, take from the River Thames or its tributaries more than the aggregate of ten million gallons. Provided also that the River Lea is not for the purposes of this Act a tributary of the River Thames.

Section 22. *Company may erect flood gauge.†*

The Company may at their own expense, at any time after they begin to take water from the River Thames, erect and thereafter maintain a proper gauge or standard to the satisfaction of the Conservators of the River Thames for indicating the level of the water of the River Thames, at, or near, and above the point where the Company take their supply, and the Conservators of the River Thames shall from time to time mark on that gauge or standard a line for indicating the level above which all water flowing shall be considered water flowing in a time of flood, and the Company shall not, under this Act, take water in times of flood from the River Thames in excess of 10,000,000 gallons in any one day, except when the level of the river is at or above that line.

1867. *East London Waterworks (Powers) Act.‡*

Section 4. *Power to Company to take lands compulsorily.*

* The powers of taking water from the Thames have not been increased by statute of the Company. Section 23 (providing for payments to the Thames Conservancy varying according to the quantity) has been repealed, and the Company now pays £2000 per annum under the Thames Conservancy Act, 1878, section 11.

† Section 30 provides for calculating the amount of water taken daily.

‡ This Act does not deal with the Company's Thames supply. This Act (section 17) binds the Company to fill up within two years certain of the reservoirs at Old Ford, and extinguishes their power to use the water which had led to the cholera outbreak of 1866.

Subject to the provisions of this Act the Company from time to time may enter upon, take, and use for the purposes of their undertaking such of the lands shown on the deposited plans and specified in the deposited books of reference, except the lands respectively numbered on those plans and in those books of reference 11, 12, 13, 14, 15, 16, 17, and 18, in the parish of Tottenham (and in construing this Act the expressions "the deposited plans" and "deposited books of reference" shall be deemed not to include those excepted lands), and such of the springs, streams, and waters in those lands or any of them, as they think fit, and where they think fit they may purchase, take, and use any parts of or (by agreement but not otherwise) any easements, interests or rights (not being easements or rights of water) in, out of, over, or affecting any of those lands without taking the lands or any part thereof, or any other estate or interest therein.

Section 19. *Power to purchase lands, &c., by agreement.*

The Company, from time to time, by agreement, and in addition to the lands which they are authorised to purchase compulsorily, may purchase and take on lease, or may acquire by way of exchange, any lands not exceeding fifty acres, and any easements, interests, or rights (not being easements or rights of water) in, out of, over, or upon any lands, in any of the parishes named in the deposited books of reference.

Section 29. *Power to Company to take, store, and distribute waters.*

The Company from time to time may by means of their existing works in connection with that part of the River Lea known as the Copper Mill Head, and by the conduit (N.) by this Act authorised in connection with that part of the River Lea known as the Chingford Mill Head collect and divert into their now existing reservoirs and works, and into the reservoirs and works by this Act authorised, and may there impound and thence distribute, the waters of the Copper Mill Head and the Chingford Mill Head and of the River Lea, and their tributaries respectively, and of any other works or streams and waters shown on the deposited plans, and of any springs on or near the works by this Act authorised. Provided always that without the consent of the New River Company under their Common Seal the Company shall not by the conduit (N.) divert the waters of the Chingford Mill Head or the River Lea except whilst the river is in a state defined by the 29th section of "The River Lea Water Act 1855" as a state of flood or except in such

manner and to such extent as are consistent with the rights of the New River Company under that Act, and any agreement from time to time in force between the Companies.

Section 30. Arrangements between Company and parties interested in the Rivers Lea and Stort.

The Company, and all or any of the owners and lessees of river rights and mill rights and water rights in the River Lea and the River Stort, and their tributaries respectively, from time to time may enter into and carry into effect any contracts and arrangements with respect to the purchase, acquisition or user by the Company of any of those rights and all matters incidental or accessory thereto, and the contracts and arrangements respectively may be on such terms (pecuniary and otherwise) and conditions as the contracting parties think fit.

Section 31. Arrangements between Company and New River Company, River Lea Trustees, Undertakers of the Stort, &c.

The Company and all or any of the New River Company, and the River Lea Trustees, and the Undertakers of the Stort Navigation and any other bodies from time to time having or claiming jurisdiction over or charge of the River Lea, or the navigation thereof, or the River Stort, or the navigation thereof, or any part or tributary of those rivers and navigations respectively, from time to time may enter into and carry into effect any contracts and arrangements with respect to any of the purposes of this Act or of the Company and all matters incidental or accessory thereto, and the contract and arrangements respectively may be on such terms (pecuniary and otherwise) and conditions as the contracting parties think fit.

Section 32. Arrangements with Secretary of War and other authorities.

The Company and all or any of Her Majesty's Principal Secretary of State for the War Department, and the Metropolitan Board of Works, and all other bodies or authorities having or claiming local or municipal jurisdiction within any of the parishes, townships, or places named in the deposited books of reference, or any parishes or places adjoining thereto, from time to time may enter into and carry into effect any contracts or arrangements with respect to the protection of the waters of the Lea from pollution by sewage and otherwise, and with respect to the intercepting drain and the construction, maintenance, working, and management of any intercepting, purifying, and disinfecting works in connection therewith or otherwise, or with respect to any of the purposes of this Act, and all matters incidental or accessory

thereto; and the contracts and arrangements respectively may be on such terms (pecuniary and other) and conditions as the contracting parties think fit.

Section 36. *Saving rights of River Lea Trustees.*

Nothing in this Act contained shall take away, lessen, alter, or prejudice any of the rights or privileges of the River Lea Trustees under the "River Lea Water Act, 1855," or otherwise, or shall authorise the Company to diminish the respective quantities of water by that Act secured to the Trustees for the purposes of the River Lea navigation.

Section 38. *Saving rights of Secretary for War, &c.*

Except as is by this Act expressly provided nothing in this Act shall take away, lessen, alter, or prejudice any of the jurisdictions, franchises, rights, powers, authorities, or privileges of any of the parties following; that is to say,

- (a) Her Majesty's Principal Secretary of State for War;
- (b) The River Lea Trustees;
- (c) The Undertakers of the Stort Navigation;
- (d) The New River Company;
- (e) The Metropolitan Board of Works;
- (f) Any District Board of Works, Board of Health, or Vestry, or Commissioners of Sewers, having jurisdiction where any of the works by this Act authorised are to be made.

1886. *The East London Waterworks Act.*

Section 4. *Power to make waterworks and to take lands, &c.*

Subject to the provisions of this Act the Company may make and maintain in the lines and situations and according to the levels shown on the deposited plans and sections, the waterworks and other works hereinafter described with all proper embankments walls filtering beds dams sluices cuts channels pipes tanks engines buildings machinery and other works and conveniences connected therewith for collecting filtering storing and distributing water, and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose.

The works hereinbefore referred to and authorised by this Act are:—

- (1) A well and pumping station to be situate wholly in the township of Waltham in the parish of Waltham Holy Cross otherwise Waltham Abbey in the County of Essex on certain lands forming portion of the lands numbered 67 on the 25¹/₁₀₀ Ordnance

map of the said parish of Waltham Holy Cross in the County of Essex and belonging or reputed to belong to the Lea Conservancy Board.

- (2) An aqueduct conduit or line of pipes (No. 1) wholly in the township of Waltham aforesaid commencing at the well and pumping station above described and terminating in or under the main road leading from Waltham Abbey to Waltham Cross at a point therein about 90 yards westward from the bridge by which that road is carried over the Lea navigation ;

* * * *

- (9) The laying down and maintaining in the parish of Sunbury in the County of Middlesex of one or more rail or rails over and across the Hanworth Road at or near the Company's Hanworth pumping station in the said parish of Sunbury.

Together with all proper approaches communications works and conveniences ancillary or subsidiary thereto or connected therewith, and may take use and appropriate for the purposes of works authorised by this Act all waters found on or under any lands acquired by the Company under the powers of this Act.

Section 9. *Power to take water, &c.*

The Company may from time to time by means of the works by this Act authorised take and divert into their now existing reservoirs and works and the reservoirs and works by this Act authorised and therein impound and thence distribute the waters of the River Lea and its tributaries and of Chingford Mill Tail and of any of the other streams and waters shown on the deposited plans: Provided that nothing herein contained shall take away lessen alter or prejudice any of the rights or privileges of the River Lea Conservancy Board under "The River Lea Water Act 1855" or otherwise or shall authorise the Company to diminish the respective quantities of water under that Act secured to the said Board for the purposes of the River Lea navigation.

Section 12. *Power to hold lands already acquired and execute works thereon.*

The Company upon any lands held by them for the general purposes of their undertaking may, subject to the proviso contained in section 12 of the Waterworks Clauses Act 1847, execute for the purposes of or in connection with their undertaking any of the works and exercise any of the powers mentioned in or conferred by that section.

GRAND JUNCTION COMPANY.

1811. 51 Geo. 3, c. 169.

1819. *Grand Junction Waterworks Act.*

Section 4. *Empowering the Grand Junction Waterworks Company to use water from the River Thames.**

From and after the completion of the said works and the conveyance or transfer thereof to the said Grand Junction Waterworks Company, it shall be lawful for the said Grand Junction Waterworks Company, their successors and assigns, to draw water from the said River Thames by means of, and to receive the same into the several works to be transferred or now belonging to them, not exceeding 40,000 tons in every twenty-four hours, by means of one or more steam engine or engines, calculated to raise the said quantity of 40,000 tons, and no more, in each and every twenty-four hours, and to apply such water for the use and benefit of the Grand Junction Waterworks Company, they, the said Grand Junction Waterworks Company, at all times maintaining and keeping in good repair and condition, under the direction and to the satisfaction of the clerk of the works, employed by the City of London on the River Thames the several pipes, trunks, frames, buoys and other works which shall have been constructed by the said Regents Canal Company, in pursuance of an arrangement or agreement with the Mayor, Commonalty and Citizens of the City of London, for the purpose of obtaining a supply of water from the said River Thames.

1826. *Grand Junction Waterworks Act.†*

Section 2. *Power to supply water from River Thames.*

It shall be lawful for the said Grand Junction Waterworks Company and their successors by themselves, their deputies, officers, servants, agents, workmen and assistants from time to time, and at all times hereafter to make, complete, and maintain waterworks, aqueducts, reservoirs, waterwheels, steam engines and other engines, pipes, and other works, necessary for the purpose of supplying the inhabitants of the said parish of Paddington, and the parishes and streets adjacent with water, to be drawn from the River

* The Company had hitherto been supplied by the Grand Junction Canal and the Regent's Canal Companies who had power to take water from the Thames.

† This Act restricts power to take water within limits prescribed by last Act.

Thames at or near Chelsea aforesaid, and to supply such waterworks accordingly with water from the River Thames to such extent and under such restrictions as is and are expressed or referred to in and by the said recited Act of the fifty-ninth year of the reign of his last majesty, King George the Third (but not further or otherwise).

1835. 6 Wm. 4, c. 95.

Section 3. *Company empowered to obtain water from a higher part of the river and to conduct the same to reservoirs for the supplying other places and to construct works, &c.*

It shall be lawful for the said Company to obtain water from any part or parts of the River Thames, not lower than 350 yards above Kew Bridge, and not further than one quarter of the width of the river from the Surrey side of the river (the said Company not to draw water from such place between the periods of one hour before high water and one hour after high water at the same place), or by making or sinking one or more wells or shafts (the works in the bank of and in the said river to be done to the satisfaction of the clerk of the works of the Thames navigation for the time being) and to conduct the waters thereby obtained by and through main pipes under drains, conduits, cuts, or otherwise into the engines, reservoirs, aqueducts, tanks, cisterns, mainpipes and other works of the said Company for the purpose of supplying with water the parish of Paddington, and the parishes, parts, and places in which pipes shall be laid or aqueducts shall be constructed from the source at which such water shall from time to time be obtained by the said Company.

1852. *Grand Junction Waterworks Act.**

Section 22. *Power for Company to purchase and rent lands, &c., by agreement.*

The Company from time to time, and in addition to the lands which they are by this Act authorised to take compulsorily, may by agreement with the owners of any lands and streams which the Company may require for the purposes of this Act, purchase such lands and streams, or the user thereof, and any easement, power or authority in or over the same, or take a lease thereof on such terms as are mutually agreed on, and may by like agreement purchase the reversion of any lands, or streams, for the time being held by the Company, by or under any lease, or the discharge

* The former Acts of the Company are not repealed, but the old sources of supply had become illegal for domestic use, under section 1 of the Metropolis Water Act, 1852. Section 20 authorises the construction of works at Hampton, shown on deposited plans, and described in section 23.

of the demised premises from the rent reserved by or the other obligations of the lease thereof. Provided always that the lands so purchased or taken on lease shall not exceed ten acres in addition to the other lands which the Company are by this Act authorised to purchase.

Section 35. *Limits of Act.*

The limits of this Act for the supply of water by the Company shall comprise and include the several parishes and townships and extra-parochial places following (that is to say):—Paddington, St. Mary Abbotts Kensington, St. Marylebone, St. George Hanover Square, St. James Westminster, Hammersmith, Brentford, and Ealing.

Section 36. *Power to take water from the River Thames.*

It shall be lawful for the Company within the limits described on the said plans in that behalf to obtain, draw, and impound water from that part of the River Thames in the parish of Hampton in the County of Middlesex, which is at or near the centre of the northern channel of the said river at a point opposite to the eyot called Platt's Eyot, for the purpose of supplying water within the limits, and for the purposes of this Act. Provided always that the works in the River Thames or immediately connected therewith, shall be constructed according to a plan to be approved of by the Mayor, Aldermen and Commons of the City of London in Common Council assembled, and to be deposited at the office of the Town Clerk of the same city, and that such works shall be done and performed to the satisfaction of the engineer for the time being employed in the Thames navigation.

1855. *Grand Junction Waterworks Act.*

Section 3. *Power to purchase lands by agreement.*

The Company from time to time, in addition to the lands which they are already authorised to purchase, may by agreement purchase any lands, not exceeding in the whole fifty acres, for any of the purposes of their undertaking.

1856. *Grand Junction Waterworks Act.*

This Act relates to charges in Paddington.

1861. *Grand Junction Waterworks Act.**

Section 2. *Company's limits of supply of water extended, but not to places herein named.*

The limits within which the Company may supply water

* This Act does not relate to the supply of water to be taken from the Thames, but only extends the limits of supply.

are, by this Act, extended so as to comprise the following parishes or places, in addition to the Company's present district: that is to say:—Chiswick, Acton, Isleworth, Twickenham, Teddington, Hampton, Hampton Wick, Hampton Court, Bushey Park, Whitton and Hanworth; all in the County of Middlesex.

Provided that those limits do not comprise the following parts of the following parishes; that is to say:—

So much of the parish of Isleworth as lies within one hundred yards south of the Hounslow Road, between the east boundary of Feltham and the River Brent, and all that part of the parish of Isleworth which lies north of the Hounslow Road;

So much of the parish of Ealing as lies north of little Ealing in a straight line between Boston House and Fordhook House.

1868. *Grand Junction Waterworks Act.*

Section 12. *Company may acquire lands.*

Subject to the provisions of this Act, the Company may enter upon, acquire, and take such, and such only, of the lands delineated on the deposited plan, and described in the deposited book of reference as are on such plan and in such book of reference described and referred to by the numbers 3, 4, 5, 6, 7, and 8, and may appropriate and use the same to and for all or any of the purposes of their undertaking.

1873. *Grand Junction Waterworks Act.**

Section 4. *Company may acquire lands.*

Subject to the provisions of this Act the Company may, for the purposes of their undertaking, enter upon, acquire, and take the lands delineated on the deposited plan, and described in the deposited book of reference, and may appropriate and use the same to and for all or any of such purposes. Provided always that the Company shall not upon the said lands execute any works except in accordance with plans and sections to be previously submitted to and approved by the Local Government Board.

1878. *The Grand Junction Waterworks Act.†*

Section 4. *Company's limits of supply extended.*

The limits of the Company for the supply of water are

* This Act does not relate to the power of the Company to take water direct from the Thames.

† This Act only extends the limit of supply and gives power for additional capital.

hereby extended, so as to include the whole of the parishes of Isleworth and Ealing, and the parishes of Hanwell and Heston, all in the County of Middlesex, and the Company within those extended limits shall have and may exercise the same rights, powers, and privileges, and may demand and take the same rates and charges for the supply of water or otherwise, and shall be subject to the same obligations as they now have, or may exercise, or may demand and take, or are subject to within their limits of supply as defined by the Acts of 1852 and 1861.

1879. *Grand Junction Waterworks Act.*

This Act does not affect the Company's powers of taking water from the Thames or the supply.

KENT COMPANY.

1809. *Kent Waterworks Act.*

Section 44.

That it shall be lawful for the said Company of Proprietors and their successors by themselves, their deputies, officers, agents, servants, workmen, and assistants, to make, complete, maintain, and keep waterworks, conduits, aqueducts, waterwheels, fire engines, and other engines, pipes, and other conveniences in the several parishes, townships, or places of *St. Nicholas Deptford*, *St. Alphage Greenwich*, *St. Margaret Lee*, and *St. Mary Lewisham*, in the county of Kent; and likewise in the parish, township, or place of *St. Paul Deptford*, in the counties of Kent and Surrey, *New Cross*, within the Manor of *Hatcham*, and in that of the parish of *St. Paul Deptford*, which is in the county of Surrey, and likewise in the parish or township of *St. Mary Rotherhithe*, or otherwise *Rotherhithe*, otherwise *Redriffe*, in the county of Surrey, and not elsewhere, subject nevertheless to the provision hereinafter contained in respect of the said manors of East Greenwich and Sayes Court, for supplying the same respectively with water from the said river Ravensbourne by the said Waterworks; and the said Company of Proprietors are hereby fully empowered by themselves, their deputies, officers, agents, workmen, or servants, to supply the said intended waterworks, aqueducts, and other receptacles, whilst the same shall be making, and at all times for ever after the same shall be made, with water from the said river Ravensbourne, and to make such and so many feeders, tunnels, and shafts, and to make erect, and set up such and so many stop gates, locks, sluices, weirs, engines, steam engines, and other machines for supplying the said waterworks, aqueducts, and receptacles for water and for any other purposes; and for making, maintaining, and using such waterworks, aqueducts, and receptacles as they, the said Company of Proprietors, or their successors, shall from time to time think proper and expedient. * * * *

1811. *Kent Waterworks Act Amendment Act.*

Section 2.

That from and after the passing of this Act it shall and

may be lawful to and for the said Company of Proprietors and their successors, by themselves, their deputies, officers, agents, servants, workmen, and assistants to make, complete, maintain, and keep in the several parishes, townships, and places specified in the said recited Act of the 49th year of His present Majesty, in the counties of Kent and Surrey; and also in the several parishes, townships, and places of *St. Mary Woolwich, St. Nicholas Plumstead, St. Luke Charlton*, in the said county of Kent; and also in the several parishes, townships, and places of *St. Mary Magdalen, Bermondsey, Peckham, and Peckham Rye, in the parish of St. Giles, Camberwell*, in the county of Surrey, such main pipes, and service and other pipes, cocks, plugs, and such other works, devices, and things as may be necessary for supplying the said parishes, townships, and places hereinbefore mentioned with water from any of the reservoirs or works now erected, or which may hereafter be erected under and by virtue of the powers of the said recited Act or this Act, or which belong or hereafter may belong to the said Company of Proprietors, and for that purpose to lay down any such main or service or other pipes, or make such cocks or plugs in and along any of the said public roads, streets, lanes, ways, or paths within the said parishes, townships, or places, or any of them, or any parts thereof,

* * * *

1850. *The Kent Waterworks Acts Amendment Act.*

This Act relates to capital, &c., only.

1860. *North Kent Waterworks Act.*

Section 3. *Purposes of the Company.*

The Company shall be established for the purpose of constructing and maintaining the waterworks hereinafter described, and of erecting engines, and of making shafts, wells, adits, reservoirs, aqueducts, and conduits, and of laying down pipes and executing all other works necessary and convenient for supplying with water the inhabitants, buildings, and lands within the parishes and places of Dartford, Crayford, Bexley, Wickham, Erith, Eltham, Chislehurst, and Bromley, all in the County of Kent; and the limits of this Act, with regard to the powers of affording such supply, shall be held to be co-extensive with the limits of the parishes and places aforesaid.

Section 16. *Describing Works.*

Subject to the provisions of this Act the Company may sink wells, and shafts, and construct a steam engine, and

other works in the parish of Crayford in a certain field called Maiden Brooks, and thence drive a lateral drift or adit to the before-mentioned river for the purpose of catching and impounding the waters thereof, and the Company may make and maintain the following works, all of which will be in the said County of Kent :—

1. A cut or conduit from the said river to the said works, to be situated also in the said parish of Crayford ;
2. A main pipe or aqueduct commencing at the said works in the said parish of Crayford passing thence through or into the parishes and places of Crayford, Bexley, Wickham (otherwise East Wickham), and Plumstead, or some of them, and terminating at the upper reservoir, in the said parish of Plumstead, next hereinafter described ;
3. An upper and a lower reservoir with all necessary works and conveniences in a field, in the said parish of Plumstead forming part of Clay Farm, such field being situate on the north side of Shooter's Hill, and adjoining Shrewsbury Lane ;
4. A short main pipe or aqueduct to be wholly situate in the parish of Dartford, and to commence from and out of the before-mentioned main or aqueduct, at or near where the footpath from Barnes Cray joins the turnpike road from Crayford to Dartford, and to pass towards Dartford for about four chains along the said turnpike road.

1862. *Kent Waterworks Act.*

This Act relates to capital only.

1864. *Kent Waterworks Act.*

Section 4. *Arrangement between North Kent Company and Company in First Schedule confirmed.*

The memorandum of arrangement between the North Kent Company and the Company for amalgamation which is set forth in the first schedule to this Act annexed, is by this Act confirmed and made binding on the two Companies respectively, and in accordance with the provisions of this Act may and shall have full effect in accordance with the true intent thereof.

Section 5. *Undertaking, Waterworks, property and effects of North Kent Company vested in Company.*

The Undertaking, Waterworks, and other works and conveniences, waters and sources of water supply, lands, build-

ings and estates, plant, stock, property, effects, claims and demands whatsoever, of or to which the North Kent Company were, by virtue of the recited Act relating to them, or otherwise howsoever immediately before the passing of this Act, seized, possessed, or in any way entitled at law or in equity, or otherwise howsoever, with the appurtenances are by this Act, and as from the sixteenth day of November, One thousand eight hundred and sixty-three (in this Act called "the day of amalgamation") vested in the Company as part of and amalgamated with their present undertaking, waterworks, property, and effects.

Section 23. Company to perform duties of North Kent Company.

From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company may and shall maintain, regulate, work, and use the Waterworks and other works by "The North Kent Waterworks Act, 1860," authorised, and shall be subject to, and shall perform and conform to all duties, obligations, and liabilities to which the North Kent Company immediately before the passing of this Act were or but for this Act would become subject.

Section 26. Limits of Company's Acts and Water Supply.

From and after the passing of this Act, the limits of the Company's Acts shall extend to and include all places within the limits of "The North Kent Waterworks Act, 1860," and the limits of that Act and the Company's Acts together, shall accordingly be the limits for water supply by the Company, and the Company's Acts and this Act respectively shall accordingly be in force in all places within those limits.

1877. The Kent Waterworks Act.

Section 2. Former Acts and this Act to be construed as one Act.

The Act of 1809, the Act of 1811, the Act of 1850, the Act of 1862, the Act of 1864, and this Act, shall be construed as one Act and be carried into effect accordingly.

Section 4. Extension of Limits.

From and after the passing of this Act the limits of the Company's Acts shall extend to and include the several parishes, townships, and places following (that is to say) Swanscombe, Stone, Darenth, Wilmington, Sutton-at-Hone, Farningham, Eynsford, Footscray, North Cray, Saint Paul's Cray, Saint Mary Cray, Orpington, Farnborough, Chelsfield,

Keston, West Wickham, and Hayes, in the county of Kent, and so much of the parish of Beckenham in the same county as adjoins on the east and north-east the parish of Bromley and on the south the parish of Hayes and is bounded on or towards the north by a road in the parish of Beckenham leading from Beckenham to Bromley and called or known as the Bromley Road, and on the north-west west and south-west by two lanes in the parish of Beckenham respectively, called or known as Scotts Lane and Hayes Lane, and the Acts above recited relating to the Company shall, subject to the provisions of this Act, be in force within the said parishes, townships, and places in the same manner as within the existing limits of the Company.

Section 6. *Power to make incidental works.*

The Company may upon lands acquired by or belonging to them from time to time make and maintain all necessary and convenient approaches, embankments, roads, ways, tunnels, adits, wells, tanks, filtering-beds, dams, sluices, outfalls, channels, conduits, drains, pipes, engines, works, and conveniences for obtaining, collecting, filtering, storing and distributing water.

Section 17. *General powers of maintenance, &c., of Waterworks.*

Subject to the provisions of this Act the Company may maintain, manage, regulate, work, and use the Waterworks from time to time constructed by them under this Act; and may from time to time enlarge, extend, alter, add to, and discontinue their buildings, wells, pumping stations, mains, pipes, works, and conveniences when, and as they find it expedient so to do.

1888. *The Kent Waterworks Act.*

The preamble recites:—

The Kent Waterworks Act, 1809.

The Kent Waterworks Amendment Act, 1811.

The Kent Waterworks Amendment Act, 1850.

The Kent Waterworks Act, 1862.

The Kent Waterworks Act, 1864.

The Kent Waterworks Act, 1877.

Section 2. *Former Acts and this Act to be construed as one Act.*

Subject to the provisions of this Act, the recited Acts, as each is respectively amended by any subsequent Act, and by this Act shall be read and construed along with this Act as one Act.

Section 5. *Extension of Limits.*

From and after the passing of this Act the limits of the Company's Acts shall subject to the provisions of this Act extend to and include the several parishes and townships following all in the County of Kent (that is to say) Knockholt, Cudham, Downe, Halstead, Lullingstone, Lullingstaine, Horton Kirby, Southfleet the parish of Westerham (other than so much of that parish as is situate within a radius of three-fourths of a mile from the National Schools adjacent to the 354 bench mark shown on the Ordnance map (scale $\frac{1}{25000}$) for the County of Kent), and so much of the parishes of Shoreham, Chevening, Sundridge, and Brasted as are situate to the north of a line drawn from the point where the London Chatham and Dover Railway crosses the northern boundary of the parish of Shoreham, and along such railway to the northern boundary of the parish of Otford, thence westwards and southwards along such boundary to the branch railway of the South Eastern Railway Company to Westerham, and alongside such railway as far as the eastern boundary of Westerham parish. Provided always that if at any time the Sevenoaks Rural Sanitary Authority shall by requisition call upon or request the Company to supply water within the portions of the parishes of Shoreham, Otford, Chevening, Sundridge, and Brasted (other than the detached portion of that parish which lies to the south of the line above described), the Company shall thereupon in like manner as if the same were within the limits hereinbefore described have full power and authority within such portions of the said parishes as aforesaid to lay pipes and construct works for supplying water, and to exercise and enjoy all the other powers, rights, and authorities by the recited Acts or by this Act conferred upon them. Provided also that the Company may with the consent in writing of the Westerham Waterworks Company, Limited, supply water in any part of the parish of Westerham, situate within the radius hereinbefore described of three-fourths of a mile from the National Schools at Westerham adjacent to the 354 bench mark shown on the Ordnance map (scale $\frac{1}{25000}$) for the County of Kent, and thereupon may exercise and enjoy within such portions of the said parish of Westerham all the rights, powers and authorities by the recited Acts, and by this Act conferred upon them. Provided nevertheless that nothing in this Act contained shall take away or prejudice any existing powers of the Sevenoaks Rural Sanitary Authority with reference to the supply of water by them in the parts of the parishes of Shoreham, Otford, Chevening, Sundridge, and Brasted, to the south of the line hereinbefore described, but if at any time the Com-

pany shall upon such requisition as aforesaid lay pipes or construct works for supplying water in any part or parts of the said parishes to the south of such line, then and in such case all the powers of the said Rural Sanitary Authority for the supply of water in such part or parts shall thereupon cease and be annulled.

Provided that if any parish or township within the extended limits the Company shall not have made adequate provision for the supply of water within two years after the period hereinafter fixed for the completion of the works by this Act authorised the restriction on the construction of Waterworks by a local authority imposed by section 52 of the Public Health Act, 1875, shall not in respect of the Company apply to or be binding on the local authority as defined by that Act of any such parish or township.

Section 8. *Power to make incidental works.*

The Company may within their limits, upon lands acquired by or belonging to them, from time to time make and maintain all necessary and convenient approaches, embankments, roads, ways, tunnels, adits, wells, tanks, filtering beds, dams, sluices, outfalls, channels, conduits, drains, pipes, engines, works, and conveniences for obtaining, collecting, filtering, storing, and distributing water for the purposes of their undertaking, but nothing in this section shall exonerate the Company from any action, indictment, or other proceeding for nuisance in the event of any nuisance being caused by them.

Section 10. *General powers of maintenance, &c., of Waterworks.*

Subject to the provisions of this Act, the Company may maintain, manage, regulate, work, and use, and from time to time enlarge, extend, alter, add to, maintain, or discontinue the Waterworks, buildings, wells, pumping stations, mains, pipes, works, and conveniences for the time being existing, and worked or used by them, within their limits when and as they find it expedient so to do.

LAMBETH COMPANY.

1848. *The Lambeth Waterworks Act.**Section 11. *Limits of this Act for supply of water.*

The limits of this Act shall comprise and include the several parishes and places of Thames Ditton, Esher, Long Ditton, Kingston-on-Thames, Putney, Malden (otherwise Maldon Rushot), Morden (otherwise Mordon), Wimbledon, Merton, Mitcham, Tooting Graveney, Clapham, Wandsworth (otherwise Wandlesworth), Battersea, Streatham, Croydon, Newington Butts, St. Mary Newington, Camberwell, Bermondsey (otherwise Bermundsey otherwise St. Mary Magdalene Bermondsey, otherwise Bermundsey), St. Mary Lambeth, Rotherhithe (otherwise St. Mary Rotherhithe), the parishes of St. John Horsleydown (otherwise Horsleydown), St. Saviour, St. George the Martyr, Christchurch, St. Olave, St. Thomas, and the Clink Liberty, in the borough of Southwark, in the County of Surrey, and such part of the parishes of Beckenham and Lewisham as lie on the western side of the River Ravensbourne.

Section 31. *Power to take water from the River Thames at Long Ditton.*

It shall be lawful for the said Company, within the limits described on the said plans in that behalf, to obtain, draw, and impound water, from that part of the River Thames in the parish of Long Ditton, in the County of Surrey, which adjoins, or is near the wharfs commonly called or known by the names of "The Old Three Pigeons Wharf" and "Ditton Wharf," in the said parish of Long Ditton, for the purpose of supplying water within the limits, and for the purposes of this Act. Provided always that the works in the River Thames or immediately connected therewith shall be constructed according to a plan to be approved of by the mayor, aldermen, and commons of the City of London in common council assembled, and to be deposited at the office of the town clerk of the said city, and that such works shall be done and performed to the satisfaction of the clerk of the works for the time being employed in the Thames navigation.

* This Act repeals all former Acts of the Company, and gives the Company power to take water without restriction at Long Ditton, and construct necessary works.

The 41st section provides that this shall be the only source from which Thames water for domestic supply shall be drawn.

1856. *Lambeth Waterworks Act.*

This Act refers to capital powers.

1869. *The Lambeth Waterworks Act.*

This Act refers to capital powers.

1871. *The Lambeth Waterworks Act.*Section 14. *Power to take additional lands by agreement.*

The Company may, from time to time, by virtue of this Act (in addition to the lands which they are authorised to take compulsorily under this Act, and in addition to any extent of lands which they are authorised to take by agreement independently of this Act), purchase by agreement and hold any lands not exceeding in extent in the whole ten acres.

Section 15. *Power to take water from Thames in West Molesey.*

The Company, within the limits described in this behalf on the deposited plans, may take water from the Thames in the parish of West Molesey, otherwise West Moulsey, in the County of Surrey, for the purpose of supplying water within the limits within which they are authorised to supply water, and the other purposes of the former Acts relating to the Company and this Act.

Section 16. *Extensions of limits for supply of water.*

The limits of the Lambeth Waterworks Act, 1848, shall include, in addition to the parishes and places described in section 11 of that Act, the following parishes, namely, West Molesey, otherwise West Moulsey, and East Molesey, otherwise East Moulsey, both in the County of Surrey, and the Company accordingly in and in relation to those parishes may exercise, and shall be subject to the same powers and obligations as by virtue of the "Lambeth Waterworks Act, 1848," and any other Act relating to the Company and this Act they might have exercised, or would have been subject to in or in relation to those parishes had they been originally comprised in the limits of the Lambeth Waterworks Act, 1848.

Section 24. *Saving agreement of 24th of June, 1851.*

Nothing in this Act contained shall prejudice or affect a certain agreement, bearing date the 24th day of June, 1851, made between the Company of proprietors of Lambeth Waterworks of the one part, and the mayor and commonalty and citizens of the city of London of the other

part, but the said agreement shall remain in full force and virtue, and shall be applicable in all respects, as if the said agreement contemplated the taking of water by the Company from the Thames at West Molesey as by this Act authorised, instead of at any other place contemplated or referred to by the said agreement; Provided always that the said agreement shall be read and construed as if it was thereby provided that the annual sum of two hundred and fifty pounds was from and after the passing of this Act, to be paid by the Company to the Conservators of the Thames in lieu of the annual sum of two hundred pounds as by the said agreement provided.

1883. *The Lambeth Waterworks Act.**

Section 4. *Power to take lands.*

Subject to the provisions of this Act the Company may for the general purposes of their undertaking enter upon take and use all or any part of the following lands shown on the deposited plans and described in the deposited book of reference (that is to say):—

(1) Certain lands buildings and property situate in the parish of Saint Mary Lambeth, in the County of Surrey, lying between the west side of Brixton Rise and the lands belonging or reputed to belong to the Company and the works of the Company, and situate south of the road leading from Brixton Rise to those works.

(2) Certain land in the parish of Croydon, in the County of Surrey, at Crown Hill, Upper Norwood, belonging or reputed to belong to the trustees of the Whitgift Charity, and bounded partly by lands belonging or reputed to belong to the Company, and partly by other lands belonging or reputed to belong to the said trustees.

Section 5. *Power to acquire additional lands by agreement.*

The Company may (in addition to any lands they are authorised to acquire and hold under the powers of their existing Acts or this Act) from time to time, by agreement, acquire in fee, either by purchase, exchange, or otherwise, any land not exceeding in the whole twenty acres. And the Company on such lands may sink wells or shafts, and may within the limits for the supply of water by the Company supply water therefrom, and make, lay down, and

* This Act does not relate to the supply drawn from the Thames. It gives the Company power to purchase certain lands by compulsion, and additional land by agreement, not exceeding 20 acres, and to sink wells thereon.

Under this Act the Company draws some 8,000,000 gallons per day from Bagshot Sands.

maintain tanks, engines, conduits, mains, and pipes, and may use such lands for the general purposes and convenience of their undertaking. Provided that the powers by this Act conferred for the acquisition of lands shall not be exercised in any part of the water limits of the Company of proprietors of the Kent Waterworks, except where any such part be within the water limits of the Company, nor in any case for the purpose of sinking or acquiring wells within a radius of one mile and a half from the Shortlands or Deptford works of the said Company of Proprietors of the Kent Waterworks, so long as that Company does not sink or acquire any well within a radius of one mile and a half from the Lower Sydenham Railway Station at Bell Green. Provided also that the Company shall not, on any lands acquired by them under the powers of this Act, erect any buildings, except such as may be required for the purposes of the waterworks.

1886. *Lambeth Waterworks Act.*

This Act deals with capital powers only.

THE NEW RIVER COMPANY.

1852. *The New River Company's Act.**

Section III. *Incorporation of Waterworks Clauses Act, 1847.*

The "Waterworks Clauses Act, 1847," except the provisions with respect to the communication pipes to be laid by the undertakers, and except the section No. 35, in the said Act, shall be incorporated with this Act: Provided, that the clauses with respect to the "construction of the waterworks," with respect to the "construction of works for the accommodation of lands adjoining the waterworks," and with respect to "mines," shall not apply to any works constructed or lands acquired by the Company previously to the passing of this Act.

Section V. *Limits of Supply.*

Whereas the Company now supply with water all or parts of the City of London and Westminster and of the parishes and places following (that is to say): Saint Martin-in-the-Fields, Saint Paul Covent Garden, Saint Mary Le Strand, Saint Clement Dane, Savoy Precinct, Saint John the Baptist Savoy Strand, Saint James Westminster, Saint Anne Soho, Rolls Liberty, Saint Andrew Holborn above the Bars, and Saint George the Martyr, Saffron Hill, Hatton Garden, Ely Rents, Ely Place, Saint Sepulchre Without Middlesex, Saint Giles-in-the-Fields, and Saint George Bloomsbury, Saint James and Saint John Clerkenwell, Saint Luke Middlesex, Saint Mary Islington, Saint Pancras, Holy Trinity Minories, Saint Katherine Precinct (Docks), Saint Mary Whitechapel, Christchurch Spitalfields, Norton Folgate, Saint Leonard Shoreditch, Saint John Hackney, Saint Mary Hornsey, Saint Mary Stoke Newington, Highgate Hamlet, Saint John Hampstead, Saint Botolph Aldgate Without, Inner Temple, Middle Temple, Thavies Inn, Staple Inn, Barnard's Inn, Lincoln's Inn, and Gray's Inn. Be it enacted, that for the purposes of this Act the limits for the supply of water by the Company shall be held to be the places and parishes so supplied by them as aforesaid, and such other places, if any, in the Counties of Hertford and Middlesex out of the metropolis as they are now authorised to supply with water.

* For Notes on the earlier Acts, see Appendix D, Part II. p. 119.

Section VII. *Works authorised by Act.*

This section authorises new cuts, reservoirs, and other works.

Section IX. *Company to make Embankments, &c., for Construction and Maintenance of Works.*

It shall be lawful for the Company to make and maintain all necessary tunnels, pipe tracks, sluices, embankments, aqueducts, cuts, or channels of communication, filtering beds, tanks, culverts, engines, drains, flood-gates, and other conveniences for the effectual construction, use, and maintenance of the works, and to remove any existing works which may interfere therewith.

Section LXXI. *Company not to take more water than authorised by Act of 12 Geo. 2, c. 32.*

Provided always, That nothing in this Act contained shall extend to authorise the said Governor and Company to take into the said New River from or out of the River Lee or Manifold Ditch, by virtue of an Act passed in the twelfth year of the reign of George the Second, intituled, "An Act for ascertaining preserving and improving the Navigation of the River Lee, from the Town of Hertford to the Town of Ware, in the County of Hertford; and for preserving and improving the said River from the said Town of Ware to the New Cut or River made by the Mayor, Commonalty, and Citizens of London; and for enabling the Governor and Company of the New River the better to supply the Citizens of London and Westminster, and the Liberties and Suburbs thereof, with good and wholesome Water."

Section LXXII. *Not to affect rights of Trustees of River Lee.*

That nothing in this Act contained shall prejudice or affect the rights of the Trustees of the River Lee, in respect to the suits at law and in equity, or either of them, now pending between the Trustees and the New Company; but all such rights, privileges, and remedies as are in force in favour of the Trustees immediately before the passing of this Act shall continue and be in force after the passing of the same, anything in this Act to the contrary notwithstanding.

Section LXXIII. *Company to be subject to the provisions of General Act.*

That nothing herein contained shall be construed to exempt the Company from the provisions of any General Act relating to the supply of water to the Metropolis or the suburbs thereof, now in force, or which may pass during the present Session of Parliament.

Section LXXIV. *Saving rights of Commissioners of Sewers.*

That this Act or anything therein contained shall not take away, lessen, alter or affect any of the jurisdictions, rights, powers, and authorities of any Commission of Sewers appointed by any Commission under the Great Seal, or under the Seal of the Duchy of Lancaster, or of the Commissioners of Sewers of the City of London.

Section LXXV. *Saving rights of Company.*

Provided always, That this Act or anything therein contained shall not take away, lessen or prejudicially affect any of the rights, remedies, powers, authorities, privileges, exemptions and benefits vested in or granted or reserved to or now enjoyed or exercised by the Company, by or by virtue of any royal charter, letters patent, Act of Parliament, prescription, usage or otherwise however; but all such rights, remedies, powers, authorities, privileges, exemptions and benefits (except so far as the same are necessarily altered by this Act) shall be and remain in full force and effect, and shall be in addition (as far as may be) to those provided by this Act, and shall be available for the benefit of the Company in the same manner, to all intents and purposes as if this Act had not passed.

1854. *The New River Company's (Hertford Sewerage Diversion) Act.*

Section V. *Works authorised as herein-named.*

This section authorises certain sewers and drains.

Section VI. *Company to prevent impediments in River Beane.*

In constructing any sewer or other work, under the powers of this Act, in, across, or under the River Beane, the Company shall so construct the same as not to lessen the present sectional area of the said river; and no part of the top of any sewer or pipe which shall be laid in the bed of the said river shall be higher than 100 ft. 6 in. above the datum line of the sections deposited and referred to in this Act.

Section XXXV. *Defining limits of recited Act.*

And whereas the Company claim to have the power by Charter, and under the provisions of the said first recited Act, to supply with water (amongst other parishes and places) the parishes and places of St. John without the Borough of Hertford, Ware, Great Amwell, Little Amwell, Saint Margarets, Hoddesdon, Wormley, Broxbourne, Chess-hunt, Enfield, Edmonton, and Tottenham, in the Counties of Hertford and Middlesex; but such right has been

questioned, and it is expedient that the limits of the liability of the Company to supply water, and the rights of the public to demand the same should be defined: Be it therefore enacted, that for the purposes of the said firstly-recited Act the limits for the supply of water by the Company shall include and be deemed to include the parishes and places before-named in this section, and that Act shall be read and construed as if those parishes and places had been therein expressed to be included.

1854. *"The New River Company's Act."*

Section V. *Works authorised by Act.*

This section authorises certain mains, reservoirs, and works specifically described.

Section VI. *Company to make embankments, &c, for construction and maintenance of works.*

That it shall be lawful for the Company to make and maintain all necessary tunnels, pipe tracts, sluices, embankments, aqueducts, channels of communication, filtering beds, tanks, culverts, engines, drains, flood gates, and other conveniences for the effectual construction, use, and maintenance of the works by this Act authorised, and to remove any of their existing works which may interfere therewith.

Section XXI. *Power to borrow money for executing works mentioned in this Act.*

Section XXIV. *Power to apprehend transient offenders causing waters of Company to be fouled.*

That it shall be lawful for any constable or any officer or agent of the Company, and all persons called by him to his assistance, to seize and detain any person who shall have committed any of the offences enumerated in the sixty-first section of "The Waterworks Clauses Act, 1847," and whose name or residence shall be unknown to such constable, officer or agent, and to convey him with all convenient despatch before some justice, without any warrant or other authority than this Act; and such justice shall proceed with all convenient despatch to the hearing and determining of the complaint against such offender.

1866. *The New River Company's Act.*

This Act relates only to capital.

1879. *The New River Company's Act.*

This Act relates only to capital.

SOUTHWARK AND VAUXHALL COMPANY.

1834. 5 *Wm. iv.*, c. *lxxviii.*; 5 *Wm. iv.*, c. *lxxix.*Section 13. *Power to make Waterworks, &c.*

It shall be lawful for the said Company to make, complete, construct, maintain, lay down, fix, and keep waterworks, waterwheels, houses and buildings, reservoirs, cisterns, tanks, aqueducts, cuts, conduits, engines, waste gates, stop gates, stop cocks, sluices, banks, bridges, pumps, pipes, tunnels, works, machinery, and conveniences in and through the several parishes, townships, hamlets, precincts, and places of All Saints Wandsworth, St. Mary's Battersea, St. Leonard's Streatham, Holy Trinity Clapham, St. Mary Lambeth, Brixton, Stockwell, St. Mary Newington, Kennington, St. Mary Magdalen Bermondsey, St. Mary Rotherhithe, St. Giles Camberwell, Walworth, and Christ Church, all in the County of Surrey; and also in the parishes of St. George the Martyr, St. Saviour, St. Thomas, St. Olave, all in the borough of Southwark, in the said County of Surrey; and also to construct, erect, do, and perform all other matters and things which shall be deemed necessary and convenient for making, completing, improving, and continuing the said waterworks, and for conveying and bringing a sufficient supply of water to and through all and every of the said several streets, lanes, alleys, passages, courts, and public places of and in the several parishes aforesaid, for the use of the inhabitants of the said several parishes, respectively, and for distributing and conveying such water to the respective houses, factories, hospitals, prisons, baths, warehouses, workshops, offices, and other buildings and premises within the limits of this Act; and for the certain and more efficient supply of water for the purposes aforesaid, it shall be lawful for the said Company, and they are hereby fully authorised and empowered to supply the said waterworks from the Thames river.

1846. 9 *Vict. c. lxxix.**

Section 9.

From and after the said 30th day of September next it

* The two Companies are united, and all previous Acts repealed, but power of the Vauxhall Company to draw Thames water without restriction is preserved.

The Vauxhall Company had acquired the powers of the South London Company to an unrestricted supply from the Thames, under 4 & 5 *Wm. iv.*, c. 79.

The powers of the Southwark Company were repealed and not preserved.

shall be lawful for the said Southwark and Vauxhall Water Company to supply with water the inhabitants of any and every part of the said parishes or places of St. Nicholas and St. Paul, Deptford, Peckham, Peckham Rye, and Dulwich.

1852. *The Southwark and Vauxhall Water Act.**

Section 41. *Limits of Act for water supply.*

The limits of this Act for the supply of water by the Company shall comprise and include the several parishes, townships, and extra-parochial places following, to wit, All Saints Wandsworth, St. Mary Battersea, St. Leonard's Streatham, Holy Trinity Clapham, St. Mary Lambeth, Brixton, Stockwell, St. Mary Newington, Kennington, St. Mary Magdalene Bermondsey, St. Mary Rotherhithe, St. Giles Camberwell, Walworth, and Christ Church, all in the county of Surrey; and St. George the Martyr, St. Saviour, St. Thomas, St. John and St. Olave, all in the borough of Southwark in that county; and St. Nicholas, St. Paul, Deptford, Peckham, Peckham Rye, and Dulwich, all in that county and the county of Kent, or one of them.

Section 42. *Power to take water from the River Thames.*

It shall be lawful for the Company within the limits described on the said plans in that behalf to obtain, draw, and impound water from that part of the River Thames, in the parish of Hampton, in the county of Middlesex, which is at or near the centre of the northern channel of the said river at a point opposite to the eyot called Platt's Eyot, for the purpose of supplying water within the limits, and for the purposes of this Act. Provided always that the works in the River Thames, or immediately connected therewith, shall be constructed according to a plan to be approved of by the Mayor, Aldermen, and Commons of the city of London in Common Council assembled, and to be deposited at the office of the town clerk of the same city, and that such works shall be done and performed to the satisfaction of the engineer, for the time being, employed in the Thames navigation.

Section 61. *Lands for extraordinary purposes.*

The Company may under this Act purchase lands for extraordinary purposes, not exceeding 50 acres. Provided always that the Company shall not purchase any such lands exceeding 20 acres, from parties under legal disability.

* Section 48 of the Act gives the Company power to purchase by agreement for any of the purposes of the Company not more than 10 acres.

Section 86 preserves to the Company the right to cut into and take water from the Thames at Battersea, conferred by 4 & 5 Wm. iv., c. 79, s. 53.

Section 63. *Power for Company to purchase and rent lands, &c., by agreement.*

The Company from time to time and in addition to the lands which they are by this Act authorised to take compulsorily, may by agreement with the owners of any lands and streams which the Company may require for the purposes of this Act, purchase such lands and streams or the user thereof, and any easement, power, or authority in or over the same, or take a lease thereof on such terms as are mutually agreed on, and may by like agreement purchase the reversion of any lands or streams, for the time being, held by the Company, by or under any lease or the discharge of the demised premises from the rent reserved by or the other obligations or the lease thereof. Provided always that the lands so purchased or taken on lease shall not exceed 10 acres in addition to the other lands which the Company are by this Act authorised to purchase.

1855. *Southwark and Vauxhall Water Act.*

Relating to capital only.

1864. *Southwark and Vauxhall Water Act.*

Relating to capital only.

1867. *Southwark and Vauxhall Water Act.*

Section 7. *Company may acquire land.*

Subject to the provisions of this Act the Company may enter upon, acquire, and take the field or close of land delineated in the deposited plan and described in the deposited book of reference, and may appropriate and use the same to and for all or any of the purposes of their undertaking; but the Company shall not sink any well or execute any works upon the lands taken under this Act for the purpose of raising or taking water, or which will have the effect of abstracting water from the River Thames or any of the tributaries thereof.

1872. *Southwark and Vauxhall Water Act.*

Relating to capital only.

1884. *Southwark and Vauxhall Water Act.*

Section 5. *Extension of limits of supply.*

From and after the passing of this Act the Company's limits for the supply of water shall extend to and include

the several parishes, townships, and places following (that is to say) Ham, Petersham, Kew, East Sheen, Sheen, Roehampton, Mortlake, Barnes, Putney, and such parts of the Parish of Wimbledon as are situate above the 100 feet Ordnance contour line, all in the County of Surrey, and the recited Acts shall be in force within the said parishes, townships and places in the same manner as within the existing limits of the Company.

The said existing and extended limits of the Company for the supply of water are for greater certainty shown upon the plan in duplicate, signed by the Right Honourable William Baron Romilly, the Chairman of the Committee of the House of Lords, to which the Bill for this Act was referred in its passage through that House, on which plan the existing limits are distinguished by a red colour, and the extended limits by a blue colour, and one copy of such plan shall be deposited in the office of the Clerk of the Parliaments, and the other copy shall be deposited at the chief office for the time being of the Company.

Section 9. *Power to renew mains, &c.*

The Company may upon any lands from time to time belonging to them make, maintain, repair, renew, and remove mains, pipes, conduits, channels, adits, wells, pumping stations, engines and other works and conveniences for obtaining, collecting, filtering, and distributing water.

Section 16. *Power to take lands by agreement.*

The Company may from time to time for the purposes of their undertaking purchase by agreement, in addition to lands which they are by any of the recited Acts authorised to purchase by agreement, any lands not exceeding in the whole thirty acres. Provided always that except upon a certain piece of land situate at Battersea, in the County of Surrey, adjacent to the Company's reservoirs there, and used as a dust yard, and containing one acre, one rood, twenty-six perches and twenty yards, the Company shall not erect or authorise or permit the erection on any of such lands whilst the same are held by them of any buildings other than buildings necessary for or connected with their waterworks or dwellings for officers, servants, or workmen of the Company. Provided further that the powers conferred by this Act to purchase lands shall not be exercised for the purchase of any land situate within the city of Westminster, nor within the county of Middlesex east of the parish of Hampton. Provided also that the Company shall not in the event of their at any time purchasing land situate in a district now supplied by the Company of proprietors of the Kent Waterworks (hereinafter called "the Kent Company")

be at liberty to obtain a supply of water therefrom, nor from land so situate supply any portion of a district now supplied by the Kent Company. Provided also that the Company shall not in the event of their at any time purchasing under the powers of this Act land situate in a district which the Lambeth Company have exclusive powers to supply be at liberty to obtain a supply of water therefrom, nor from any land so situate supply a district in which that Company has such exclusive powers.

1886. *The Southwark and Vauxhall Water Act.*

Section 4. *Power to make waterworks and to take lands, &c.*

Subject to the provisions of this Act the Company may make and maintain in the lines and situation and according to the levels shown on the deposited plans and sections the reservoir lines of pipe, bridge, and other works hereinafter described, with all proper embankments, wells, filtering beds, dams, sluices, cuts, channels, pipes, tanks, engines, buildings, machinery, and other works and conveniences connected therewith for collecting, filtering, storing, and distributing water, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose.

The waterworks and other works hereinafter referred to and authorised by this Act are :—

A service reservoir wholly in the parish of Lewisham, in the county of Kent, which service reservoir will have a superficial area of 2500 square yards or thereabouts, and will be situate on certain lands numbered 667 in the parish of Lewisham aforesaid, on the 25-inch ordnance map of the county of Kent.

* * * * (certain lines of pipe)

Together with all proper approaches, communications, works, and conveniences ancillary or subsidiary thereto, or connected therewith, and may take, use, and appropriate for the purposes of works authorised by this Act, all underground waters found in, on, or under any lands acquired under the powers of this Act.

Section 12. *For the protection of the Conservators of the River Thames.**

* * * * *

(6.) Nothing in this Act contained or done under the

* This section recognises the agreement of 1852 with the Corporation.

authority thereof, shall alter prejudice or affect an agreement dated the 1st day of July, 1852, and made between the Company of the one part and the Mayor and commonalty and citizens of the city of London of the other part, or the rights powers or authorities of the Company, or of the Conservators under that agreement, or authorise, or be deemed to authorise, the Company to subtract or take away from the River Thames in any one day a larger quantity of water than the twenty million of gallons to which they are restricted by such agreement, without the consent of the Conservators in writing.

* * * * *

Section 16. *Confirmation of Agreement with Charles Seely.*

The agreement, dated the 12th day of April, 1886, made between the Company of the one part, and Charles Seely of the other part, and set forth in the Second Schedule to this Act, is hereby confirmed and made binding upon the parties thereto.

1891. *The Southwark and Vauxhall Water Act.*

This Act does not extend the limits of supply or deal with Thames Water Supply.

WEST MIDDLESEX COMPANY.

1806. *West Middlesex Waterworks Act*.*

Section 33.

It shall be lawful for the said Company of Proprietors to make complete, maintain, and keep waterworks, reservoirs, aqueducts, water-wheels, fire engines and other engines, pipes and other conveniences, in the several parishes, townships or places of St. Luke Chelsea, on the west side of the line or boundary hereinafter particularly described; such part of the parish of St. Margaret, Westminster, as lies within the town of Kensington; and also in several parishes, townships, or places of St. Mary Abbots Kensington, St. Paul Hammersmith, All Saints Fulham, St. Nicholas Chiswick, St. Mary Ealing, St. Mary Hanwell, Old Brentford, New Brentford, Heston, Hounslow, and All Saints Isleworth, in the said County of Middlesex, and in the parishes, townships, or places of St. Mary Battersea, St. Mary Wandsworth, St. Mary Putney, St. Mary Barnes, Mortlake, St. Mary Magdalen Richmond, and St. Ann Kew, in the said County of Surrey and other places for supplying the same respectively with water from the River Thames by the said waterworks * * *

1852. *The West Middlesex Waterworks Act*.†Section 21. *Power to take water from the River Thames.*

It shall be lawful for the Company within the limits described on the said plans in that behalf to obtain, draw and impound water from the River Thames, in the parish of Hampton, in the County of Middlesex, for the purpose of supplying water within the limits and for the purposes of this Act. Provided always that the works in the River Thames or immediately connected therewith shall be constructed according to a plan and working drawings to be

* The Company is incorporated by this Act, with power to draw water without definite restriction. By section 73 of the Act the maximum dimensions of the works by which water may be drawn from the river are prescribed; this appears the only restriction on the amount to be taken under this Act. This Act, together with Acts relating to the Company passed in 1810 and 1813, are still in force; but this section is practically obsolete, having been superseded by section 32 of the Company's Act of 1852 and section 3 of the Act of 1866.

† The Act recites that it is thought expedient that the Company should be permitted to make agreement for a supply of water from the Thames above Kew Bridge, but makes no provision for the terms.

approved of by the Mayor, Aldermen, and Commons of the City of London in Common Council assembled, and to be deposited at the office of the Town Clerk of the same city, and that such works shall be done and performed to the satisfaction of the engineer for the time being employed in the Thames Navigation.

Section 32. *Limits of Act for Water Supply.*

The limits of this Act for the supply of water by the Company shall comprise and include the several parishes, townships, and extra-parochial places following (that is to say) St. James's Westminster, St. Anne's Soho, St. Mary le Strand, St. Clement Danes, St. Paul's Covent Garden, Paddington, St. Marylebone, such part of the said Parish of St. Pancras as lies south of Fig Lane, St. George's Bloomsbury, St. Giles-in-the-Fields, St. Luke's Chelsea, on the west side of the line or boundary hereinafter particularly described, such part of the Parish of St. Margaret, Westminster, as lies within the town of Kensington; and also the several parishes, townships or places of St. Mary Abbotts Kensington, St. Paul's Hammersmith, All Saints Fulham, St. Nicholas Chiswick, St. Mary Ealing, St. Mary Hanwell, Old Brentford, New Brentford, Heston, Hounslow, and All Saints Isleworth, in the said County of Middlesex; and in the parishes, townships, or places of St. Mary Battersea, St. Mary Wandsworth, St. Mary Putney, St. Mary Barnes, Mortlake, St. Mary Magdalene Richmond, and St. Ann Kew, in the County of Surrey, provided always that nothing herein contained shall extend or be construed to extend to enable the Company to lay or drive any mains, pipes, or other works, or to supply with water any of the inhabitants residing on the east side of any of the streets or places forming the line or boundary hereinafter described, or into any of the streets or places on the east side of the said line or boundary, (that is to say) from the River Thames up Robinson's Lane, Pound Lane, to the King's Road; eastward along the King's Road to Whitelands Lane, along Whitelands Lane to the house now known by the sign of the Admiral Keppell, in the Fulham Road; from the Admiral Keppell to the house now known by the sign of the Horns, at Brompton; from the Horns, at Brompton, along Brompton Road to the north end of Sloane Street; from the north end of Sloane Street across the road to Hyde Park wall, taking the line that separates the Parish of Kensington on the east; nor to go into any part of the city and liberties of Westminster (excepting that part of St. Margaret's, Westminster, lying in the town of Kensington, and included in the Preamble); and in case

the said Company shall supply any house, building, or place forming such line or included in the said boundary, then and in every such case the said Company shall forfeit and pay to the Governor and Company of the Chelsea Waterworks the sum of ten pounds per annum for every house or building so served or supplied with water, to be recovered by the said Governor and Company of Chelsea Waterworks in the manner provided by "The Companies Clauses Consolidation Act, 1845," with respect to the recovery of damages not specially provided for, and penalties.

1860. *The West Middlesex Waterworks Act.*

This is an Act dealing with capital powers.

1866. *West Middlesex Waterworks Act.**

Section 3. *Extending limits of supply of water by the Company.*

From and after the passing of this Act, the limits within which the Company may supply water shall comprise the following parishes or places, in addition to the Company's present district (that is to say), St. John, Hampstead, Hendon, Willesden, and that part of the parish of Acton which lies to the north of the Great Western Railway in the county of Middlesex, and all places within the same respectively.

Section 8. *Limit of water to be taken from Thames.*

The Company shall not at any time take from the River Thames any water in excess of the quantity of twenty million gallons a day, which under agreement between the Company and the Mayor and Commonalty and citizens of the City of London, now represented by the Conservators of the River Thames, the Company are now authorised to take.

1869. *The West Middlesex Waterworks Act.*

This Act deals only with capital powers.

* The Company's water supply is not dealt with by this Act except in section 8.

APPENDIX C.

PART II.

EXTRACTS FROM ACTS

RELATING TO THE CONSERVANCY OF THE RIVERS THAMES
AND LEE HAVING SPECIAL REFERENCE TO THE EXIST-
ING POWERS OF METROPOLITAN WATER SUPPLY.

THE THAMES CONSERVANCY.

1857. *The Thames Conservancy Act.*

Section 44. *Conservators may make bye-laws for the regulation of the river.*

The Conservators shall have full power and authority from time to time to make such bye-laws rules orders and regulations as to them shall seem right and proper for the regulation management and improvement of the river and the navigation thereof and for compelling vessels at anchor or otherwise to carry or exhibit lights from sunset to sunrise and for the government good order and regulation of vessels in or upon the river and of persons navigating the same or using the towing paths piers landing places or any of the locks thereof also for the mooring of timber and for the government and regulation of the officers servants and workmen in their employ as the Conservators shall think proper and from time to time to alter vary or repeal such bye-laws rules orders and regulations or any of them as they shall think fit so that no such bye-law rule order or regulation be contrary to the laws of England or to the provisions of this Act and so as the same be reduced into writing and shall be under the common seal of the Conservators.

Section 50. *All the Estate of the Corporation of London and the Crown in the bed and soil of River Thames vested in Conservators.*

All the estate right title and interest of the Mayor and Commonalty and Citizens of the City of London in the bed

and soil and shores of the River Thames from Staines in the County of Middlesex to Yantlett in the County of Kent and all the estate right title and interest to which Her Majesty was on the 23rd day of February 1857 entitled in right of Her Crown of in and to the bed and soil and shores of the River Thames within the flux and reflux of the tides bounded eastward by an imaginary line to be drawn from the entrance of Yantlett Creek in the County of Kent on the southern shore of the said river to the city stone opposite to Canvey Island in the County of Essex on the northern shore of the said river and of in and to all encroachments embankments and enclosures therefrom or thereupon except such parts thereof as are hereinafter specified shall from and after the commencement of this Act be and the same are hereby vested in the Conservators,

* * * * *

Section 52. Powers of the Queen and of the Corporation of London vested in Conservators.

From and after the commencement of this Act all the powers and authorities rights and privileges which are now vested in or which have been or may be exercised by Her Most Excellent Majesty in right of her crown and all the powers and authorities rights and privileges at any time heretofore given or granted to or which are now vested in or which have been or may be exercised by the Mayor and Commonalty and Citizens or by the Mayor and Aldermen of the City of London or by the Common Council or by the Mayor for the time being of the said City by prescription usage charter or Act of Parliament or otherwise with regard or relation to the conservancy and the preservation and regulation of the River Thames and of the several rivers streams and watercourses within the flow and reflow of the tides of the said river within the limits aforesaid and upon the banks shores and wharfs of the said river and the port of London shall be and the same are hereby vested in the Conservators by this Act appointed to be by them exercised in the same manner and under and subject to the same restrictions as the same are now respectively legally exercised by Her Majesty or by the Mayor and Commonalty and Citizens or by the said Mayor and Aldermen or by the Common Council or by the said Mayor save only and except so far as the same may be modified by or be inconsistent with the provisions herein contained.

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Section 102. Penalty on throwing Rubbish, &c., into the Thames.

Every person who shall unload put or throw into any part

of the River Thames or on any shore or ground below the high water mark of the River Thames any rubbish earth ashes dirt mud soil or other matter or allow any offensive matter to flow into the River Thames shall forfeit for every such offence any sum not exceeding twenty pounds.

Section 167. *Protecting rights of Metropolitan Board of Works.*

Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights or powers vested in the Metropolitan Board of Works with reference to the construction and maintenance of sewers and any other works for the sewerage drainage or improvement of the Metropolis.

1864. *The Thames Conservancy Act.*

Section 74. *Prohibition of throwing Ballast, &c., into River or allowing offensive matter to flow into it.*

If any person without lawful excuse (the proof whereof shall lie upon him) does any of the following things; namely:—

- (1.) Unloads, throws, or puts or causes or suffers to fall any gravel or other substance which has been used as ballast or any stones, earth, mud, ashes or rubbish or any refuse from gasworks or other manufactories into the River Thames or on the shore thereof;
- (2.) Unloads, throws, or puts or causes or suffers to fall any such gravel or other thing as aforesaid into any river, stream, cut, dock, canal, or watercourse communicating with the River Thames at any point within three miles of the River Thames measured in a direct line therefrom so that the same will be carried or be likely to be carried by through or out of such river, stream, cut, dock, canal or watercourse into the River Thames;
- (3.) Knowingly puts any such gravel or other thing as aforesaid in any place where the same is likely to be carried by floods or extraordinary tides into the River Thames;
- (4.) Causes or suffers any washing or other substance produced in making or supplying gas or any other offensive matter to flow or pass into the River Thames or to flow or pass into any river, stream, cut, dock, canal, or watercourse aforesaid within the distance aforesaid so that the same will be carried or be likely to be carried by through or out of the same into the River Thames;

he shall for every such offence be liable to a penalty not exceeding twenty pounds.

Where any offence against this enactment is committed from or out of a vessel, the master and the owner of the vessel shall be liable to be proceeded against and punished under this enactment, so that the master and the owner of the vessel be not both punished in respect of the same offence.

Any constable and any person whom a constable may call to his assistance may take into custody without warrant any person found committing any offence against this enactment.

1866. *The Thames Navigation Act.*

Section 51. *Provision for control by Water Companies of Works of Conservators.*

In case at any time after the passing of this Act any work is done or executed or proposed to be done or executed by the Conservators which in the opinion of any of the five Metropolitan Water Companies will injuriously affect either the flow or the purity of the water of the Thames above or at the place where such Company draws its supply the Company may give notice in writing under its common seal to the Conservators, requiring them to alter such work, or not to do or execute the proposed work, as the case may be, and thereupon the matter shall be referred to some competent and impartial engineer nominated in that behalf by the Board of Trade who shall decide what shall be done in the premises and whose decision shall be final and the costs of every such reference shall be in the discretion of the referee.

Section 52. *Surface of river to be scavenged.*

The Conservators shall cause the surface of the Thames to be (as far as is reasonably practicable) effectually scavenged in order to the removal therefrom of substances liable to putrefaction.

Section 59. *Contributions by the five Water Companies.*

The five Metropolitan Water Companies shall each pay to the Conservators the annual sum of £1000 payable by equal half-yearly payments on the 24th day of June and the 25th day of December in every year the first half-yearly payment to become due on the 25th day of December, 1866, such payments to be irrespective of and in addition to any payments otherwise payable to the Conservators by the five Companies or any of them.

Section 62. *Power for bodies corporate, &c., to contribute.*

Any body corporate, commissioners or other body, and any trustees or other persons may from time to time contribute out of or by means of the funds or property under their respective management or control and lawfully at their disposal for this purpose or belonging to them such sums of money in such form and on such terms and conditions as they think fit (but not so as to prejudice any right or interest of any person) towards the cost of such improvements in or relating to the Thames under this Act as they deem beneficial to any lands under their management or held by them or to the inhabitants of any town or district in or adjoining to which those lands are situate.

Section 63. *Sewage, &c., prohibited from being sent into river where not so sent at passing of Act.*

From and after the passing of this Act it shall not be lawful for any person to do any of the following things, namely:—

- (1.) To open into the Thames any sewer, drain, pipe, or channel with intent or in order thereby to provide for the flow or passage of sewage or of any other offensive or injurious matter.
- (2.) To cause or without lawful excuse (the proof whereof shall lie on the person accused) to suffer any sewage or any matter aforesaid to flow or pass into the Thames down or through any sewer drain pipe or channel not at the passing of this Act used for that purpose.
- (3.) To open into any river, stream, cut, dock, canal or watercourse communicating with the Thames at any point within three miles of the Thames measured in a direct line therefrom any sewer, drain, pipe, or channel with intent or in order thereby to provide for the flow or passage of sewage or of any matter aforesaid in such manner that the same will be carried or be likely to be carried by through or out of that river, stream, cut, dock, canal or watercourse into the Thames.
- (4.) To cause or without lawful excuse (the proof whereof shall lie on the person accused) to suffer any sewage or any matter aforesaid to flow or pass into any such river, stream, cut, dock, canal or watercourse at any point within the distance aforesaid, down or through any sewer, drain, pipe, or channel not at the passing of this Act used for that purpose in such manner that the same will be carried or be likely to be carried by through

or out of that river, stream, cut, dock, canal or watercourse into the Thames.

If any person does any act or thing in contravention of this enactment he shall for every such offence be liable on summary conviction to a penalty not exceeding £100, and to a further penalty not exceeding £50 for every day during which the offence is continued after the day on which the first penalty is incurred.

Section 64. Notice for discontinuance of existing Sewerage Works.

Whenever any sewage or other offensive or injurious matter is caused or suffered to flow or pass into the Thames or is caused or suffered to flow or pass into any river, stream, cut, dock, canal, or watercourse communicating with the Thames, at any point within three miles of the Thames measured in a direct line therefrom, in such manner that the same is carried or is likely to be carried into the Thames then and in every such case whether any such sewage or other matter aforesaid had or had not been so caused or suffered to flow or pass before the passing of this Act the Conservators within a reasonable time after knowledge of the fact shall and they are hereby required to give notice in writing under their common seal to the person or body causing or suffering the same so to flow or pass to the effect that they require him or them to discontinue the flow or passage thereof as aforesaid within a time to be specified in the notice not being in any case less than twelve months or more than three years provided that the Conservators may if they think fit at any time and from time to time extend the time specified in the notice by another notice in writing under their common seal, but nothing in this section shall authorise the Conservators until the expiration of six months after the passing of this Act to give to the owner or occupier of any mill or work a notice requiring him to discontinue the flow or passage as aforesaid of any liquid matter produced or used in the manufacture of paper or in any process incidental thereto.

Section 69. Nothing deemed to legalise nuisances or affect any remedy which Conservators at present have.

Nothing in the provisions of this Act relative to the flow or passage of sewage or of any matter aforesaid shall be deemed to legalise or permit any nuisance or shall take away or prejudicially affect any remedy or right which the Conservators or any person would or might have had or exercised if this Act had not been passed as against the person for the time being causing or suffering the flow or passage thereof.

Section 90. *Conservators to apply to Parliament for further powers.*

The Conservators shall apply to Parliament so soon as the usage and practice of Parliament will permit for an Act containing such provisions in relation to the Thames between Staines and the western boundary of the district under the authority of the Metropolitan Board of Works as are not already in force in relation to that part of the Thames and as are contained in this Act in relation to the Thames between Cricklade and Staines or such other provisions as will enable them efficiently to preserve and purify the waters of the Thames.

1867. *The Thames Conservancy Act.*

Section 5. *Duty of Conservators to preserve flow and purity of water down to Metropolis.*

Subject and without prejudice to their existing powers rights and privileges it shall be the duty of the Conservators by all lawful and proper means to preserve and maintain at all times as far as may be the flow and purity of the water of the Thames and its tributaries down to the western boundary of the Metropolis and the discharge of that duty and the proper exercise and execution of the powers and functions of the Conservators under the Thames Conservancy Acts 1857 and 1864 and the Navigation Act of 1866 and the Upper Navigation Acts therein referred to, shall be deemed purposes of the Thames Conservancy Act 1857 within the meaning of sections 111 to 113 (both inclusive) of that Act.

1878. *The Thames Conservancy Act.*

Extracts from Preamble.

* * * * *

And whereas the following Companies supplying water within the Metropolis by agreement with the Conservators respectively make an annual payment for liberty to draw a certain quantity of water from the Thames namely the Governor and Company of Chelsea Waterworks (in this Act called "the Chelsea Company") the Company of Proprietors of Lambeth Waterworks (in this Act called "the Lambeth Company") the Grand Junction Waterworks Company (in this Act called "the Grand Junction Company") the Southwark and Vauxhall Water Company (in this Act called "the Southwark Company") the East London Waterworks Company (in this Act called "the

East London Company") and the Company of Proprietors of the West Middlesex Waterworks (in this Act called "the West Middlesex Company") and such six several Companies are in this Act referred to as "the Six Companies."

And whereas the funds available for the preservation of the navigation, and the good government of the said river, and for the protection of the waters thereof between Staines and Cricklade (known as and in this Act called "the upper navigation") are wholly inadequate for such purposes, and the six Companies are willing to make increased payments for the advantages already secured to them, and to accrue to them under the provisions of this Act.

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Section 3. *Extension of provisions as to pollution of water.*

Section 7 of "The Thames Navigation Act 1870" is hereby repealed; and sections 63 and 64 of "The Thames Navigation Act 1866" shall have effect as if the words ten miles were therein inserted instead of the words three miles; and all provisions of that Act relative to that section shall have effect accordingly.

Section 10. *Repeal of certain provisions of 29 & 30 Vict. c. 89.*

Subject to the provisions of this Act sections 59 to 61 inclusive of "The Thames Navigation Act 1866" (relating to payments to the Conservators by the five Companies and section 23 of "the East London Waterworks (Thames Supply) Act 1867" (relating to payments to the Conservators by the East London Company) are hereby repealed as from the 2nd day of July 1878: Provided that notwithstanding such repeal all moneys which on that day are due or owing to the Conservators from any of the six Companies may be recovered by the Conservators as if this Act had not been passed.

Section 11. *Contribution by the six Metropolitan Water Companies.*

The six Companies shall each pay to the Conservators the annual sum of two thousand pounds, payable by equal half-yearly payments on the twenty-fourth day of June and the twenty-fifth day of December in every year, the first half-yearly payment under this Act to become due on the twenty-fifth day of December one thousand eight hundred and seventy-eight such payments to be irrespective of and in addition to any payments otherwise payable to the Conservators by the six Companies or any of them.

Section 15. *Power of intersale by Companies.*

Subject and without prejudice to all other terms and conditions contained in any subsisting agreement or Act of Parliament, it shall be lawful for any one of the six Companies to supply any part of the respective total quantity of water which they are respectively empowered to take from the River Thames or from any tributary thereof, and which is not required for the purposes of the respective districts, to any other or others of the six Companies to be used only for the purposes for which the six Companies are respectively empowered to provide and use water: Provided always that every agreement for a continuing supply shall be made in writing; and shall contain due provision that the supply so made shall not be withdrawn without the consent of the purchasing Company.

Section 21. *Conservators to preserve and maintain purity of waters of Thames.*

Nothing in this Act contained shall lessen or diminish the obligation or duty of the Conservators to preserve and maintain the purity of the waters of the Thames and its tributaries.

LEE CONSERVANCY ACTS.

NEW RIVER AND EAST LONDON WATER COMPANIES.

Acts relating to the Conservancy of the River Lee.

13 *Elizabeth*, cap. 18.

An Act for the bringing of the River Lee to the north side of the City of London.

3 *James I.*, cap. 18.

An Act for the bringing in of a fresh stream of running water to the north parts of the City of London.

4 *James I.*, cap. 12.

An Act for explanation of a Statute made in the third year of the Reign of King James, intituled "An Act for the bringing in of a fresh stream of running water to the north parts of the City of London."

11 *George II.*, cap. 14. (Private.)

An Act for vesting certain mills, lands, and hereditaments in the parishes of Ware and Great Amwell in the County of Hertford (being part of the estate of Thomas Plummer Byde, Esq., an infant, and comprised in his grandfather's marriage settlement) in the Governor and Company of the New River brought from Chadwell and Amwell to London, and their successors, and for securing a perpetual rent-charge in lieu thereof, for the benefit of the persons claiming under the said settlement.

12 *George II.*, cap. 32.

An Act for ascertaining, preserving, and improving the navigation of the River Lee from the town of Hertford to the town of Ware in the County of Hertford, and for preserving and improving the said river from the said town of Ware to the new cut or river made by the Mayor, Commonalty, and Citizens of London, and for enabling the Governor and Company of the New River the better to supply the Cities of London and Westminster, etc., with good and wholesome water.

7 *George III.*, cap. 51.

An Act for improving the navigation of the River Lee from the town of Hertford to the River Thames; and for

extending the said navigation to the flood-gates belonging to the Town Mill, in the said town of Hertford.

19 *George III., cap. 58.*

An Act for preserving the navigation of the River Lee, in the Counties of Hertford, Essex, and Middlesex.

45 *George III., cap. 69.*

An Act for the better preservation and further improvement of the navigation of the River Lee in the counties of Herts, Essex, and Middlesex. (*Note.*—This Act gives the Trustees power to stop the Mills.)

1850. *The Lee Navigation Improvement Act.*

An Act to alter and amend the Acts relating to the navigation of the River Lee.

The Preamble contains, inter alia, the following recital:—

“And whereas the Trustees have from time to time effected various improvements in the navigation of the river, and it would be a great public advantage if they were authorised further to improve the same, and to sell and dispose of the surplus water of the River Lee in manner hereinafter mentioned, and to appropriate the monies arising from such sale to the purposes of this Act, and also to raise a further sum of money upon the security of the tolls, rates, and property vested in them, to be appropriated in the same manner.”

Section 31. *Supply of water from the River Lee to the Temple Mills to be discontinued.*

And whereas the mills called Rockholt Mills, otherwise the Temple Mills, situate on the River Lee, belong to the East London Waterworks Company, and by means of an arrangement between the said East London Waterworks Company and the Trustees the said mills will, upon the passing of this Act, become the property of the Trustees, and it is intended that such mills should for ever thereafter cease to be used as water mills. Be it therefore enacted that from and after the same mills shall have become the property of the Trustees the same mills shall cease to be used as water mills, and no future owners or occupiers of the same mills shall be entitled to claim from the trustees any supply of water for the purposes thereof except as hereinafter mentioned. Provided, nevertheless, that the Trustees as owners of the same mills, or other the owners and occupiers for the time being of the same mills and of any mills to be hereafter erected in lieu thereof shall at all times be entitled to claim, take, and use from the Temple Mill stream such a supply of water as shall be sufficient for the

purposes of any steam engines to be hereafter erected for or used in such mills respectively. Provided also that the waste water from such steam engines shall at all times be returned and made to flow into the said stream called the Temple Mill stream, and such owners or occupiers for the time being shall from time to time make adequate provision for effecting such return and reflow accordingly. Provided also that if at any time such owners or occupiers do not, when so required by the Trustees, make such provision as last aforesaid, then, and so often, and so long as such owners or occupiers are so in default the Trustees may, if they think fit, withhold from them such supply of water for the purposes of the said steam engines.

Section 32. Regulating the quantity of water to be taken by the East London Waterworks Company from the River Lee.

And whereas the East London Waterworks Company, under the provisions of an Act of Parliament passed in the Session of Parliament held in the tenth year of the reign of His late Majesty King George the Fourth, intituled "An Act for better supplying the East London Waterworks with water, and amending the several Acts relating to the said waterworks," are authorised for the purposes of their undertaking to take water from the River Lee on payment to the Trustees of the half-yearly sum of one hundred and twenty-five pounds as the consideration for the water so taken, and the same Company have arranged and agreed with the Trustees that the quantity of water which they shall be entitled to take for such purposes from the same river and the parts of the river from which they shall be entitled to take the same should be limited and defined, and that the payment to be made by them to the Trustees in respect of the water to be hereafter taken by them shall be settled as by this Act provided, Be it therefore enacted and declared that the said East London Waterworks Company shall absolutely and for ever after the passing of this Act be entitled to take from the said River Lee for the purposes of their undertaking subject nevertheless to such payment in respect thereof as by this Act provided, but free from all other charge and liability whatsoever such a quantity of water in every year as shall be equal to the aggregate amount of thirty cubic feet of water for every second of time during such year, and which quantity is in this Act referred to as the ordinary supply to the waterworks, and that Company shall absolutely, and for ever after the passing of this Act, be entitled to take, subject to such additional payment in respect thereof as by this Act provided, but free from all other charges and liability whatsoever for the

purposes of their undertaking, from the River Lee such a further quantity of water as shall be equal to the aggregate amount of thirty cubic feet of water for every second of time during such year, and which further quantity is in this Act referred to as the extraordinary supply to the waterworks, and that Company may from time to time, as they think fit, take such ordinary supply and such extraordinary supply, or either of them or any part thereof respectively from that river, either at or immediately above or below the mills situate in that river, and called Lee Bridge Mills, and the Trustees shall not at any time take, or permit to be taken from that river, any water to the detriment of such ordinary supply and such extraordinary supply, or either of them, or make, or use, or permit to be made or used, any works interfering therewith. Provided always that that Company shall not at any time take from that river above those mills such a quantity of water as shall reduce the head of water in that river between Lee Bridge and those mills below the height at which the same is by the said recited Act of the seventh year of King George the Third required to be maintained. Provided also that in order that a sufficient supply of water for the purposes of the said East London Waterworks may be always maintained the Trustees shall, at their own expense, within twelve calendar months after notice in writing in that behalf from the said East London Waterworks Company requiring the same, erect and maintain a tumbling bay across the said river, immediately below the canal entrance to the canal or feeder of the said East London Waterworks Company, such tumbling bay to be constructed in such manner as the chief engineer to the same Company shall reasonably require, but so, nevertheless, as not to prevent the flow of water into and down the main channel of the said River Lee, as hereinafter in the forty-second section of this Act is provided in that behalf. Provided also that in case the said East London Waterworks Company shall at any time or times take their supply of water or any part thereof from above the said Lee Bridge Mills, and the water power of the same mills shall be thereby diminished, the Trustees shall not be required to make any compensation to or be under any liability to the said East London Waterworks Company or other the owners for the time being of the said Lee Bridge Mills for any such diminution in their water power.

Section 33. *Payments to be made by the East London Waterworks Company to the Trustees for the ordinary supply of water from the River Lee;*

The East London Waterworks Company shall not be

required or liable to pay to the Trustees in respect of the said ordinary supply to the waterworks any greater sum or amount than they are by the said Act of the tenth year of the reign of His said late Majesty King George the Fourth required and made liable to pay for, or in respect of the water by the same Act authorised to be taken by them, and the said sum or amount so payable by the same company shall, notwithstanding this Act, continue so payable and at the same times shall be recoverable in the like manner as the same is by the same Act made payable or recoverable.

Section 34. And also for the extraordinary supply of water from the River Lee.

And with respect to the payment to be made by the said East London Waterworks Company for the said extraordinary supply to the waterworks, be it enacted That the said East London Waterworks Company shall pay to the said Trustees in respect of such extraordinary supply to the waterworks after the following rate, (that is to say) when the quantity of water taken in any one quarter of a year, the quarters to be computed as ending with the twenty-fifth day of March, the twenty-fourth day of June, the twenty-ninth day of September, or the twenty-fifth day of December, does not exceed ten cubic feet of water for every second of time during such quarter, then such payment shall be such a sum as is after the rate of twenty-five pounds for the amount of one cubic foot of water for every second of time which shall be taken during such quarter, and when the quantity of water in any one such quarter exceeds the amount of ten cubic feet of water for every second of time during such quarter, then such payment shall be after the rate of fifty pounds for every further one cubic foot of water for every second of time which they shall take during such quarter, up to the full quantity of the said extraordinary supply to the waterworks.

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Section 35. Provision for estimating the supply of water from the River Lee to the East London Waterworks Company.

And for the purpose of ascertaining the quantity of the water which shall be hereafter taken from the River Lee by the East London Waterworks Company, be it enacted That the said East London Waterworks Company shall, at their own expense, cause proper mechanical counters for counting and registering the strokes of all their pumps by which such water shall be in the first instance pumped up, to be affixed to and worked by such pumps, and such counters shall be constructed, affixed, and worked to the

reasonable satisfaction of the chief engineer for the time being of the Trustees, and the Trustees and their agents shall at all seasonable times have free access to and full liberty to inspect such counters, and to take notes of the amount of water thereby registered, and the payments to be made by that Company to the Trustees in respect of such supply shall be determined by the amount of water so registered, and it shall be lawful for the Trustees if they shall think fit at their will and pleasure from time to time, or at all times, to affix and use their own counters at their own expense for the purposes of this present provision, and the said East London Waterworks Company shall afford all facilities to the Trustees for affixing and using and inspecting the same and taking notes of the result of such inspection.

Section 36. *Provision in cases of drought.*

And whereas it may happen that in seasons of drought the quantity of water in the channel of the said River Lee may not be sufficient for the purposes of the Trustees, after the abstraction of the quantity by this Act authorised to be taken by the said East London Waterworks Company, as aforesaid, for the ordinary supply to the waterworks, be it therefore enacted that in case at any time or times hereafter the quantity of water flowing in the said river immediately above the Lee Bridge Mills aforesaid shall be not more than thirty cubic feet per second, then, and in every such case, and as often as the same shall happen, it shall be lawful for the Trustees, notwithstanding the provision hereinbefore contained, whereby the said East London Waterworks Company are declared to be entitled to the said ordinary supply for the waterworks and extraordinary supply for the waterworks to take and use for their own benefit and disposal such a quantity of the said water as hereinafter is mentioned (that is to say) after and subject to the supply to the said East London Waterworks Company of twenty cubic feet per second to which they are hereby declared to be absolutely entitled, as aforesaid, the Trustees shall be entitled to take and use for their own benefit and disposal ten cubic feet per second, without any right or pretence on the part of the said East London Waterworks Company to share or participate in the same, and after and subject to the said absolute quantities of twenty cubic feet and ten cubic feet, so to be taken and used by the said Company and the said Trustees respectively, the said East London Waterworks Company shall be entitled to take and use ten cubic feet per second, without any right or pretence upon the part of the Trustees to share or

participate in the same, and after and subject to the said absolute quantities of twenty cubic feet, ten cubic feet, and ten cubic feet, so to be taken by the said Company and the said Trustees respectively as aforesaid, the Trustees shall be entitled to take and share with the said East London Waterworks Company, and to dispose of one cubic foot of water per second for every one cubic foot of water per second which shall be taken by the said East London Waterworks Company up to such an amount as inclusive of the said twenty cubic feet and ten cubic feet so to be taken by the said Company, as aforesaid, shall be equal to the full quantity of water hereby authorised to be taken by the said Company for the ordinary and extraordinary supply to the waterworks.

Section 68. *Power to supply water in bulk.*

And be it enacted that it shall be lawful for the Trustees from time to time to contract and agree, either permanently or for a stated period, with any Waterworks Company, Corporation, Commissioners, or persons now or hereafter to be authorised by Act of Parliament, Charter, or otherwise, or pursuant to any agreement or contract already entered into by the Trustees, or by any person authorised by them in that behalf, to supply with water the Cities of London and Westminster, or either of them, or the suburbs thereof, or any part thereof respectively, or the inhabitants of any other town, district, or place within the Counties of Hertford, Essex, or Middlesex, requiring a supply of water for domestic, sanitary, public, trading, business, or any other purposes whatsoever, for the purchase and taking by such Waterworks Company, Corporation, Commissioners, or persons of so much of the water flowing into or down the River Lee as such Waterworks Company, Corporation, Commissioners, or persons may agree to purchase and take, and to enter into and make such terms, stipulations, and agreements for effecting the purposes aforesaid, or with reference or incidental thereto, as such Waterworks Company, Corporation, Commissioners, or persons and the Trustees may mutually agree upon: Provided always, that in every such contract there shall be inserted such conditions and stipulations as the Trustees of the River Lee shall in their discretion think necessary or advisable for insuring such a supply of water for the purposes of the navigation as shall be necessary for the present or future traffic thereon, and for effecting and making available the improvements by this Act authorised to be made in the navigation, or such part of the improvements as the Trustees shall think it advisable from time to time to provide for.

Section 86. Saving the rights of the East London Waterworks Company.

And be it enacted, that (save and except as by this Act is otherwise expressly provided) nothing in this Act contained shall be deemed or construed to alter, diminish, or otherwise prejudicially affect the powers, authorities, rights, and privileges heretofore held and exercised or enjoyed by the said East London Waterworks Company, under or by virtue of the Acts of Parliament relating to the same Company, or any of them, or otherwise, but all such powers, authorities, rights, and privileges (save and except as aforesaid) shall and may be used, exercised, and enjoyed by the East London Waterworks Company, in as full and ample a manner as if this Act had not been passed.

Section 87. Saving rights, &c., of New River Company.

This Act or anything herein contained shall not take away, alter, abridge, lessen, or prejudicially affect any property, right, remedy, protection, power, authority, privilege, toll duty exemption, or benefit vested in, or granted, or reserved to or now enjoyed or exercised by the Governor and Company of the New River brought from Chadwell and Amwell to London by or by virtue of any Royal Charter, Letters Patent, Act of Parliament, prescription, usage or otherwise howsoever, but all such property, rights, remedies, protection, powers, authorities, privileges, tolls, duties, exemptions or benefit (except so far as the same are specially altered by this Act) shall be and remain in full force and effect, and shall be available for the benefit of the said Governor and Company in the same manner to all intents and purposes as if this Act had not passed.

1855. River Lee Water Act.

The Preamble contains, inter alia, the following paragraphs :—

And whereas the New River Company and the East London Company (in this Act called the Two Companies) derive large quantities of water for the purposes of their respective Waterworks from the River Lee and are executing extensive and important works for preventing the fouling of such water and are expending large sums in that behalf.

And whereas the Trustees have under the recited Act of the Session of the 13th and 14th years of Her present Majesty Chapter 109 Section 68 power to supply water in bulk to Water Companies and others authorised to supply water to the Metropolis.

And whereas it is of great importance to the health of the inhabitants of such parts of the Metropolis as are supplied with water by the Two Companies respectively that the water supplied to them should be of good quality, and by reason of the rapid increase of population and the more general use of water that provisions should be made for supply of increased quantities and by "The Metropolis Water Act, 1852," obligations involving a large outlay were to that end imposed on the Two Companies respectively.

And whereas the New River Company contend that under the recited Act of the 12th year of George the 2nd they have the right to take from the River Lee so much water as will pass through the gauge in that Act defined which right is denied by the Trustees, and proceedings at Law and in Equity between that Company and the Trustees with respect to the right so claimed and denied have been instituted.

And whereas the New River Company have consented to compromise their claim by restricting the quantity which as against the Trustees and the East London Company respectively they shall take from the River Lee through that gauge to 2500 cubic feet a minute, and it is expedient that such compromise should be established.

And whereas it would conduce to the advantage of the inhabitants of the Metropolis who derive their water supply from the two Companies respectively if the quantity of the water of the River Lee to which the Trustees and the two Companies respectively are to be hereafter entitled were defined, and if the whole of the water from time to time flowing into and down the river, except such quantities thereof as are by this Act reserved to the Trustees for the purposes of the navigation, and such of the powers of the trustees with respect to such water as in this Act expressed were transferred to and vested in the two Companies respectively, and if provision were made for the improvement of the navigation of the river, and for the repair of the river, and for husbanding the water, and preserving it from pollution, and for enabling such further improvements of the river and the navigation to be from time to time made as may better enable the two Companies respectively to comply with the provisions of the "Metropolis Water Act, 1852."

Section 4. *Of liability of Companies to make payments to Trustees.*

On the passing of this Act the liability of the New River Company to pay to the Trustees the yearly sum of one

thousand eight hundred and fifty pounds, and the liability of the East London Company to pay to the Trustees the yearly sum of two hundred and fifty pounds, and to pay to the Trustees under the recited Acts, or any of them, or any contract or otherwise, any increased or other sums shall absolutely cease.

Section 5. *Payments to Trustees.*

The two Companies shall pay to the Trustees, as by this Act provided, the aggregate yearly sum of three thousand five hundred pounds, and the New River Company shall pay to the Trustees, as by this Act provided, the gross sum of forty-two thousand pounds. Provided always that as between the Trustees on the one hand, and the two Companies on the other hand, that aggregate yearly sum shall be paid to the Trustees, as to the yearly sum of one thousand five hundred pounds, part thereof only, by the New River Company, and as to the yearly sum of two thousand pounds residue thereof only by the East London Company. Provided also that as between the two Companies that aggregate yearly sum shall be paid by them in such proportions as from time to time they shall have mutually agreed on.

Section 9. *Water of Lee vested in the Companies.**

Subject to the provisions of this Act all the water from time to time flowing into or down the River Lee, and the navigation thereof, which the Trustees have now power to sell under the Trustees Act of 1850, except such quantities thereof as are by this Act reserved to the Trustees for the purposes of the navigation, is by this Act transferred to, and shall be absolutely vested in the two Companies for ever. Provided always that nothing herein contained shall be held to give to the two Companies, or either of them, any right to such water which does not now belong to the Trustees, or which they have not now the power to sell.

Section 11. *Reservation to Trustees of daily quantities of water.*

Provided always that there are by this Act reserved to the Trustees for the purposes of the navigation to pass through the several present and future locks on the navigation, and at their discretion and not subject to any control by the two Companies or either of them either with or without barges, any quantities of water not exceeding the following daily quantities, to wit:—First, they may pass through the several locks from the highest point at which the two Companies or either of them may hereafter take their supply

* It appears that this section is carefully framed so as to give no powers except over water "which the Trustees have power to sell."

down to and including the then first lock above Field's Weir (and which part of the river is in this Act called the Upper Reach) any quantities not exceeding in the whole in any one day of twenty-four hours, five hundred and seventy-six thousand cubic feet (in this Act called the upper daily quantity); secondly, they may pass through the several locks from the then first lock above Field's Weir, exclusive, down to, and including Waltham Town Lock (and which part of the river is in this Act called the Middle Reach) any quantities not exceeding in the whole in any one day of twenty-four hours, seven hundred and twenty thousand cubic feet (in this Act called the middle daily quantity); and thirdly, they may pass through the several locks from Waltham Town Lock, exclusive, down to, and including Old Ford Lock (and which part of the river is in this Act called the Lower Reach) any quantities not exceeding in the whole in any one day of twenty-four hours, eight hundred and sixty-four thousand cubic feet (in this Act called the lower daily quantity).

Section 12. *Trustees to preserve River Lee of same depth as at present.*

Notwithstanding anything in this Act contained, the Trustees of the River Lee shall maintain throughout the whole length of the said navigation the same depth of water as at present being in no place less than three feet nine inches.

Section 13. *Reservation to Trustees of water below Tottenham Mill.*

Provided always that the Trustees shall continue entitled for the purposes of the navigation to all such water below Tottenham Mill as from time to time shall not be required by the two Companies or either of them to be taken at their respective pumping and drawing stations, and such water is accordingly by this Act reserved to the Trustees. Provided also that that reserved water shall be used by the Trustees only for the fair and legitimate purposes of the navigation and the other purposes in that behalf by this Act provided.

Section 14. *Mode of estimating Trustees' quantities of water.*

In order to prevent differences as to those three daily quantities, respectively, they shall from time to time be measured and estimated by the lockfull of water from time to time used in the navigation; provided always that if the Trustees or the two Companies or either of them at any time desire that any other accurate mode for the measurement of the water be adopted such mode may be adopted

accordingly, provided also that if the Trustees and the two Companies fail to agree on the mode to be adopted the difference shall be settled by arbitration.

Section 15. *Estimate of a lockfull of water.*

For the purpose of estimating those three daily quantities, respectively, the cubical contents of a lockfull of water shall be estimated as being so many cubic feet of water as the lock, when filled, contains between the levels of the upper and lower water on each time of using the lock, with the addition thereto of the fairly estimated quantity of water escaping therefrom by any observed leakage beyond two lockfull for each twenty-four hours.

Section 16. *Trustees to keep account of lockfull of water used on navigation.*

So long as such mode of estimating those three daily quantities respectively by lockfull is in force the Trustees shall keep an accurate account of the several lockfull of water from day to day passed down through the locks on the navigation, and such account shall be kept in a book at all such locks as are necessary, which book shall be kept by the respective lock-keeper of such lock at his house on the navigation, and the locks at which such books shall be kept shall, if not agreed on between the Trustees and the two Companies, be settled by arbitration.

Section 17. *Trustees to keep other accounts if estimate by lockfull abandoned.*

If, and whenever any other mode of estimating those quantities is in force, the Trustees shall keep accurate accounts in proper books accordingly, and the plan on which such accounts shall be kept shall, if not agreed on between the Trustees and the two Companies, be settled by arbitration.

Section 20. *Reservation to two Companies of existing rights to take water.*

Notwithstanding such transfer and vesting, and except only as is by this Act provided with respect to the quantity of water to be taken by the New River Company through the gauge, each of the two Companies, from time to time, after the passing of this Act, shall, as against the claims to compensation for loss of water, or water power on the part of the owners and occupiers of mills and works on the River Lee, be held to be entitled to take from the River Lee and the navigation thereof all such water as they are now, or but for the passing of this Act, would be entitled so to take,

and all their respective rights in that behalf are accordingly by this Act reserved to them respectively.

Section 21. *Limit of 2500 cubic feet a minute of water for New River Company.*

Provided always that after the passing of this Act, the said Act of the 12th year of George the Second, chapter 32, shall be read as authorizing the New River Company, from time to time, to take from the River Lee, through the gauge specified in that Act, or through any other gauge to be substituted for it as hereinafter mentioned, two thousand five hundred cubic feet of water a minute, and no more.

Section 22. *2500 cubic feet a minute of water for the East London Company.*

After the passing of this Act the East London Company from time to time may, subject to the provisions hereof, take from the River Lee two thousand five hundred cubic feet of water per minute at any point or points at which the said Company under their said Acts are now authorized to take the same or could before the passing of this Act have purchased of the Trustees under the Trustees Act of 1850 the right of taking such water.

Section 23. *Additional water for each Company.*

After the passing of this Act each of the two Companies may, subject to the provisions hereof, take *pari passu* any quantity of water beyond their respective quantities of two thousand five hundred cubic feet a minute, provided always that neither of the two Companies shall in any one day take more than five hundred cubic feet of water a minute beyond their respective quantity of two thousand five hundred cubic feet a minute without having previously given to the other Company two days' previous notice in writing of their intention to take such excess.

Section 24. *Level from which New River Company may take additional water.*

Provided always, That the New River Company shall not, except as next hereinafter mentioned, without or for any longer period than shall be expressed by the previous consent in writing of the East London Company, take any such water beyond the New River Company's 2500 cubic feet a minute out of any level of the river higher than the level from which the East London Company are then taking their 2500 cubic feet a minute.

Section 25. *Permission of Board of Trade to New River Company to take additional water from higher level.*

Provided nevertheless that if and whenever the New River

Company shall be desirous of taking any water beyond their two thousand five hundred cubic feet a minute out of any level of the river higher than the level from which the East London Company are then taking their two thousand five hundred cubic feet a minute (the same being a level out of which the New River Company under their said Acts are now authorized to take water, or out of which the New River Company could, before the passing of this Act, have purchased of the Trustees under the Trustees Act, 1850, the right of taking such water) and the East London Company fail for eight days after being thereunto requested by the New River Company to consent to their taking such additional water from any such higher level then and in every such case the New River Company may, after giving not less than eight days' previous notice in writing of their intention so to do to the East London Company, apply to the Board of Trade for their consent to such proposed taking from such higher level by the New River Company, and if the Board of Trade, on Inquiry, and after notice for hearing the two Companies thereon be satisfied that the New River Company can take such additional water from such higher level without detriment either in quantity or quality to the supply of water which the East London Company are from time to time entitled to take or to the navigation. Then the Board of Trade may by writing under the hand of the Secretary of the Board state that they are so satisfied, and permit the New River Company to take such quantity as the Board think fit of such additional water from such higher level.

Section 27. Companies not to draw water below head level of the navigation.

The two Companies or either of them shall not without consent of the Trustees at any time draw from the river so as to reduce the water in any pond of the navigation below the present customary head level of that pond, or in case of any alteration in the navigation below such head level, as shall from time to time be declared by the Engineer of the Trustees with the concurrence of the Engineers of the two Companies respectively, or in case of Difference between them by the Arbitrator to be the head level of such pond, and such head levels shall be so fixed as to allow the said Navigation the same depth of water as at present, and (except in case of great drought or in any case in which the owners or occupiers of any mill or work on the said navigation shall be entitled for occasional purposes, or in which the Trustees shall find it necessary so to do to draw down the water below such head levels) the same water

shall be maintained at the heights of such head levels, and notwithstanding anything in this Act contained so much water as is necessary for that purpose shall be supplied from the said River Lee in priority over all other rights of water within the said river. Provided also that in case it shall hereafter be found necessary in order to maintain the level of water up to the said head levels for the said two Companies to allow more water to pass down the said navigation than the said three several specified daily quantities a deduction shall be made from the said annual sums to be paid by the said Companies to the said Trustees under this Act of such an amount as shall be equal to the value of the extra water so required, such amount in case of no special agreement to be estimated at the rate of threepence per one thousand gallons.

Section 28. *Companies may take flood water for storage.*

Each of the two Companies may from time to time, at their own respective expense and for their own respective use, take water from the river when in a state of flood for storage thereof; provided always that when either of the two Companies so take any water for storage they shall give notice in writing to the other Company, and the other Company may, *pari passu*, take water for storage.

Section 29. *Test of flood water.*

Provided always that with respect to taking water for storage the river shall not be considered to be in a state of flood when its volume at Field's Weir in excess of the actual draught therefrom, for the time being of the two Companies is less than the quantity in that behalf agreed on between them, or until such agreement as shall be settled by arbitration. Provided always that such quantity in excess shall not be settled by arbitration at less than three thousand cubic feet a minute or more than four thousand cubic feet a minute.

Section 30. *Priority of rights to water.*

The several rights of the Trustees, and of the two Companies respectively, with respect to the water from time to time flowing into or down the River Lee and the navigation thereof shall have the following priorities, to wit—

First, the right of the Trustees to the upper daily quantity, the middle daily quantity, and the lower daily quantity respectively within the limits of the Upper Reach, the Middle Reach, and the Lower Reach respectively, and such further quantity subject, as aforesaid, as shall be necessary to maintain the water of the navigation on a level with the head levels aforesaid.

Secondly, the right of the New River Company to take two thousand five hundred cubic feet a minute.

Thirdly, the right of the East London Company to take two thousand five hundred cubic feet a minute.

Fourthly, the right of each of the two Companies to take *pari passu*, five hundred cubic feet each a minute.

Fifthly, the right of each of the two Companies after such notice in that behalf as by this Act provided to take *pari passu*, any additional quantity of water.

Sixthly, the right of the Trustees to surplus water below Tottenham Mill.

Section 42. *Trustees at request and expense of Companies to cleanse channels, &c.*

The Trustees from time to time, at the request and expense of the two Companies, or either of them, shall exercise all or any of the rights, powers, or authorities of the Trustees for the purpose of cleansing, clearing or repairing any of the channels, cuts, or courses of the river whether navigable or not. Provided always that in the cases, by this Act expressly provided for, of repairs to be made by the Trustees at their own expense, neither of the two Companies, though requesting the Trustees to make such repairs, shall be liable to the expense thereof.

Section 54. *For erecting a self-acting gauge.*

And for the purpose of limiting the water to be taken by the New River Company to the said quantity of two thousand five hundred cubic feet per minute, the said New River Company shall, within twelve months from the passing of this Act, in lieu of the gauge and standards now required by the said Act of the twelfth George the Second construct, and shall from time to time maintain and keep in proper repair and condition a gauge which shall limit the water so to be taken to a quantity not exceeding two thousand five hundred cubic feet per minute, such gauge to be constructed under the inspection of and to the satisfaction of an engineer, to be appointed for that purpose by Her Majesty's Secretary of State for the War Department, and the said gauge shall at all times be open to the inspection of the Companies, of the Trustees of the River Lee, of the owners and occupiers of mills, and of Her Majesty's Officers of Ordnance; and if and whenever the said gauge shall be out of repair, inaccurate, or insufficient, Her Majesty's Secretary of State for the War Department giving not less than ten days' notice of his intention in that behalf to the New River Company, together with a plan and specification of the works required, may in case such want of repair continues do all such works as shall be specified in such notice, or in

case of disputes be settled by arbitration, as proper and sufficient for repairing the said gauge or making it accurate and sufficient, and the New River Company shall on demand repay to the said Secretary of State the expense of doing such works and things as aforesaid, and the same if not so repaid may be recovered from the New River Company by information at the suit of Her Majesty's Attorney-General at the Court of Exchequer at Westminster.

Section 59. *Companies may purchase interest of Trustees in Chingford Mill, &c.*

If the two Companies or either of them so think fit they may within two years after the passing of this Act purchase from the Trustees who (being willing so to do) shall within such two years sell to them the interest of the Trustees in Chingford Mill and Charlton Mill, or either of them, and the tolls and property of the Trustees held therewith respectively; provided always that unless the two Companies or one of them and the Trustees otherwise agree, the sum to be paid by the two Companies or either of them for such purpose shall be ascertained by valuation according to the provisions of "The Lands Clauses Consolidation Act, 1845."

Section 61. *Companies to indemnify Trustees from claims for compensation.*

Except as by this Act otherwise provided, the two Companies, respectively, shall indemnify the Trustees against all claims by mill owners or others for compensation on account of any abstraction of water by the two Companies or either of them, or on account of the exercise by the two Companies or either of them of any of their powers and authorities under this Act.

Section 62. *Trustees not to claim compensation from the Companies for abstraction of water, &c.*

Provided always that the Trustees shall not be entitled to claim against the two Companies or either of them with respect to any weirs, falls, mills, or fisheries, or any other rights or privileges now belonging to or enjoyed by the Trustees, any compensation on account of any abstraction of water or any other incidental damage or injury from time to time occasioned by the exercise by the two Companies or either of them of any of their powers and authorities under this Act.

Section 63. *Agreements between Trustees and the two Companies as to their powers under Act.*

The Trustees on the one hand, and the two Companies

on the other hand, and the New River Company on the one hand, and the East London Company on the other hand, from time to time may enter into such agreements as they respectively think fit for the purpose of executing or carrying into effect any of their respective powers and authorities, and for vesting in or securing to them respectively their respective rights and interests under this Act, and every such agreement may be on such terms and conditions as the parties thereto think fit, and may and shall be carried into effect accordingly; provided, that no such agreement so to be made by the Trustees or the Companies shall in any manner contravene the provisions of this Act for the maintenance of the said navigation.

1868. *The Lee Conservancy Act.*

Section 80. *Head of water in Stort.*

After the purchase of the Stort the Conservancy Board shall, as far as they lawfully can and may (regard being had to the lawful exercise of any rights of mill-owners or others with respect to the drawing down or user of water, and of any other rights for the time being affecting the water of the Stort) always maintain in the Stort as efficient a head of water for the purposes of navigation as was maintained before such purchase.

Section 89. *Preservation of flow and purity.*

The Conservancy Board may by all lawful and proper means preserve and maintain at all times as far as may be the purity of the water of the Lee and its tributaries, and also (but subject to the lawful exercise of any rights of taking, impounding, or using the water) the flow of the water of the Lee and its tributaries, and the discharge of that duty, and the proper exercise and execution of the powers and functions of the Board in relation thereto, and the prevention of pollution, shall be deemed purposes of this Act.

Section 103. *Payment by New River Company to Hertford Corporation.*

From the date of such transfer the New River Company shall pay every year to the Mayor, Aldermen, and Burgesses of Hertford the sum of £600 per annum for the use of their Borough Fund: provided that the New River Company, and the Mayor, Aldermen, and Burgesses of Hertford are hereby authorized and empowered at any time hereafter to agree for the payment of a capital sum of

money in lieu of such annual sum as aforesaid, and after such agreement and payment the annual sum hereinbefore made payable shall cease and determine.

Section 131. *Additional payments by Water Companies 18 & 19 Vict. c. cævi.*

From and after the establishment of the Conservancy Board the aggregate yearly sum, by section 5 of the River Lee Water Act, 1855, directed to be paid to the Trustees by the New River Company and the East London Waterworks Company, shall be increased by such additional aggregate yearly sum as the Conservancy Board from time to time think requisite for the exercise and execution by them of their powers and functions for preserving the purity of the water of the Lee and its tributaries not exceeding in any year £1,000, which sum shall (subject to the provisions of this Act), be applied by the Conservancy Board accordingly, and the additional aggregate yearly sum shall be paid to the Board by the two Companies in the proportion of one-third by the New River Company, and two-thirds by the East London Waterworks Company; and section 6 of the last-mentioned Act, and so much of section 7 of that Act as relates to the remedies for recovery of contributions shall extend and apply to the additional aggregate yearly sum. Provided always, that in and for the year 1869 the additional aggregate sum shall be £1,000, and that the Conservancy Board shall at the commencement of every subsequent year, and before fixing any amount by which the aggregate yearly sum payable by the Companies shall in that year be increased, make an estimate of the sums requisite in that year for the purposes aforesaid, and shall cause the same to be sent to the two Companies, and if within fourteen days thereafter they, or either of them, shall, in writing, object to the amount of the estimate, the same shall be referred to and the amount of the additional payment by the Water Companies in that year shall be determined by an arbitrator to be appointed by the Board of Trade on the application of either party, and the arbitrator shall in determining that amount have regard to the income, expenditure, and accounts of the Conservancy Board in respect of the preceding year, and the funds thereby shown to have been at the disposal of the Board and to the provisions in this Act contained with respect to the mortgages and debenture debt of the Trustees existing at the passing of this Act, and the costs of the reference shall be in the discretion of the arbitrator, and if at the end of the then current year it shall appear that the amount paid by the Water Companies is greater or less

than the money requisite to be paid by them for the purposes aforesaid in that year in accordance with this section the deficiency or excess shall be carried to the debit or credit, as the case may be, of the estimate of the succeeding year.

Section 137. Saving rights of the New River Company and East London Waterworks Company.

Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, or prejudicially affect any of the rights, remedies, powers, authorities, privileges, exemptions, and benefits vested in or granted or reserved to or now enjoyed or exercised by the New River Company and the East London Waterworks Company or either of them by or by virtue of any Royal Charter, Letters Patent, Act of Parliament, agreement, prescription, usage, or otherwise howsoever, but all such rights, remedies, powers, authorities, privileges, exemptions, and benefits (except so far as the same are necessarily altered by this Act) shall be and remain in full force and effect, and shall be available for the benefit of the two Companies respectively in the same manner to all intents and purposes as if this Act had not been passed.

Section 138. General saving of rights of Landowners.

Except as by this Act is otherwise expressly provided, none of the powers by this Act conferred, nor anything in this Act contained, shall extend to take away, alter, or abridge any right, claim, privilege, franchise, exemption, or immunity to which any owner or occupier of any lands, tenements, or hereditaments on the banks of the river Lee or its tributaries, including the banks thereof, or of any aits or islands in the river, are now by Law entitled, but the same shall remain and continue in full force and effect as if this Act had never been made.

1874. The Lee Conservancy Act.

Section 22. Purchase of Stort.

Notwithstanding the expiration of the period and the giving of the notice referred to in Section 76 of the "Lee Conservancy Act, 1868," the powers by that Act conferred for and with respect to the sale and purchase by agreement of the navigation of the Stort, may at any time be exercised, and all other provisions of that Act relating to that purchase shall have effect accordingly, but nothing in that Act or in this Act shall be deemed to confer upon the Board any right to acquire that navigation except by agreement.

APPENDIX D.

PART I.

ORIGINAL CHARTER OF THE NEW RIVER COMPANY.

NEW RIVER COMPANY.

ROYAL LETTERS PATENT FROM JAMES I.

(In the Record Office on a roll consisting of twelve sheets of parchment stitched together. MS. Old English black letter.)

Patent Decimo Septimo Jacobi
Sexta decima pars.

67. New River R xxi. die Junij concedit Gubernatori et societati: dict: New River abduct: a Chadwell et Amwell divers: libtat:

James by the Grace of God Kinge of England Scotland France and Ireland: Defender of the faith to all to whome these presents shall come, greetinge.

Whereas severall Actes of Parliament were made, the one in the third yeare of our rayne of England France and Ireland and of Scotland the nyne and thirtieth intituled An Acte for the bringinge in of a freshe streame of runninge water from the Springs of Chadwell and Amwell in the County of Hertford to the North partes of the Cittie of London; and the other in the fourth yeare of our rayne of England France and Ireland and of Scotland the fortieth intituled An Act for the explanation of the former Statute touchynge the bringynge in of the said Streame: By vertue and authoritie of which Acte and Actes the Mayor Comynalties and Citizens of our Cittie of London and their successors have libertie given them and are thereby enabled to bringe a freshe streame of runninge water to the Northe partes of our said Cittie of London from the Springes of Chadwell

and Amwell and other Springs in the Countie of Herts not far distant from the said Springs either in an open cutt or in close Tunnell made of brick or stone, which worke upon view was found very fezible and was like to be profitable to manie as by the said Actes more at large appeareth, nevertheless the said Mayor Cominaltie and Citizens, weighing the greate charge and expense the said worke would require and doubting what damage and losse might fall upon the Chamber of the said Cittie in case the work should not fall out to be both beneficiall and gainfull did thereuppon forbear at their comon charge to undertake that worke, soe as the same lay long neglected and unlike by them to be performed: and whereas Hugh Middleton Cittizen and Gouldsmith of London well affecting the good of our said Cittie of London and being moved with a desire and zeale to performe so publique necessary and worthie a worke to that Citie whereof he is a member, was willing to adventure, and upon his own private charge to undertake the said worke, and did out of a pyous and comendable purpose make offer to the Lord Mayor Aldermen and Comons of our Cittie of London assembled in comon council, houlden within the said Cittie the eight and twentieth day of March in the seaventh yeare of our rayne of England ffrence and Ireland to undertake the said worke and fully and perfectly to do operate and performe at the proper costs and charges of him his heires and assignes whatsoever on the parte and behalfe of the said Mayor Cominaltie and Citizens by and according to the Actes of Parliament or the true intent and meaning of the same Actes or either of them was or should be necessary and convenient to be done and performed, and withall to save and keep harmles the said Mayor Cominaltie and Citizens and their successors for ever of and from all charges, damages, losses, hinderances, expenses that should or might aniewise arise or grow by occasion or means of the foresaid Worke or anie thing thereto belonginge or thereupon followinge and to make such agreements with every partie interested in any soyle through which the said river or streame should be brought, and to give with promptness satisfaction and amends to any parties which should be dampnified, put to a losse or hindred by the said worke to the said Mayor Cominaltie and Citizens might anyways be charged withall, either by reason of the said Actes of Parliament or either of them or anything done in the performance thereof or whatsoever should arise by means or occasion of the said workes, so alwaies as he the said Hugh Middleton his heires and assignes might be constituted and appointed jointly and severally the lawfull Deputy or deputed Attorney or Attorney's agents or assignes to and

for the said Mayor Cominaltie and Citizens to be exemte, and performe whatsoever by vertue of the said Actes or either of them the said May Cominaltie and Citizens had power libertie or authoritie to doe by them or their Deputies or Workmen, and so as the said Mayor Cominaltie and Citizens should consider and agree to graunt convey and assigne to the said Hugh Middleton his heires and assignes for ever the whole and entire profit, benefit, and comoditie that should or might arise come or grow by the said River or water and the disposition or distribution thereof and of every or anie parte or partes thereof unto the severall partes and places of the said Cittie and suburbes thereof, and that he the said Hugh Middleton his heires and assignes should and might have libertye for laying of pipes for conveyance of water in by and through all partes and places where the said Mayor and Cominaltie and Citizens had power and authoritie to doe and license the same to be done; and that all contracts and agreements to be made for the said water or any parte thereof, and the whole benefitt profit and comoditie thereby coming growing or arising from time to time should and might be to and for the sole use and behoofe of the said Hugh Middleton his heires and assignes for ever.

Whereupon the said Lord Mayor Aldermen and Comons in the said comon counsell assembled well weighing and considering the offer made by the said Hugh Middleton as aforesaid, after longe and deliberate consultation and advise-ment had and taken among themselves in the said cause declared their verie good likinge thereof and willingly accepted and embraced the said offer as a thinge of great consequence and worthie of acceptation for the good of the said Cittie as by the said Acte of Comon counsell more fully may appeare, and thereupon the said Mayor Cominaltie and Citizens by their indenture under their comon seale bearing date the eight and twentieth day of March in the nyenth year of our rayne of England france and Ireland made between them the said Mayor Cominaltie and Citizens on the one parte and the said Hugh Middleton his heires and assignes jointly and severally their true and lawful attorneys deputies and agents in their names but to the only benefit and behoofe of the said Hugh Middleton his heires and assignes for ever to do execute and perform whatsoever by the said Actes of Parliament or either of them, the said Mayor Cominaltie and Citizens were authorised to doe or lawfully might doe and the said Mayor Cominaltie and Citizens did by their said Indenture for them and their successors fully freely and absolutely graunt convey assigne and consigne unto the said Hugh Middleton his heires and

assignes for ever the whole entire and sole profitte benefitt comoditie and advantage whatsoever that should or might be raised gained or gotten by the said River New Cutt and Streame and the water and benefit of the water that might come or be conveyed thereby together with the free liberty of laying and conveying the pipes for the currency and passage of water in by and through all partes and places convenient where the said Mayor Cominaltie and Citizens have power interest or authority so to do or to license or graunt it to be done.

Whereupon the said Hugh Middleton in and by the said Indenture did undertake to performe the said Worke and to save harmless the said Mayor Cominaltie and Cittizens and their successors from all damages and losses that might thereby come or happen to the said Mayor Cominaltie and Cittizens or their successors as by the said Indenture amongst divers other covenants articles and agreements therein contained more at large may appeare and

Whereas the said Hugh Middleton by vertue of the said Actes of Parliament and of the power and authority graunted to him by the said Mayor Cominaltie and Citizens had begun to convey the said springes in a new Channel and River towards the said Cittie of London and so far proceeded therein as he had brought the said waters divers myles towards the said Cittie, yet finding the charge of the said worke greater and heavier than at first was expected, the success thereof doubtful and the oppositions made against it very stronge, besides many other difficulties thought fit to joine unto him for helpe therein some other friends such as were well affected to the worke and willing to adventure and joine in contribution towards the charge thereof.

Whereupon divers our loving subjects hereafter named well affectinge the said worke made severall agreements with the said Hugh Middleton to pay disburse and contribute towards the charge of the said Worke both past and to come for such rateable parts and portions in the said worke as was agreed between them and in regard thereof it was likewise agreed that the said Adventurers should have and receive severally to them and their heires rateable shares and partes out of the profitte to growe and arise out of the same accordynge to the proportion of their severall disbursements and adventures.

After which time the said Hugh Middleton and the said Adventurers at their great charge proceeded so farr in bringinge the said River towards the said Cittie of London that it not only appeared to be feazible but likewise also to be a worke of great use benefit and comfort to the common

wealth and specially to our said Cittie of London. Which Wee considering out of our Royal and gracious Inclination being willing to give our Ayde and ffurtherance to so good publique and comodious a worke by Indenture under our great Seale of England bearing date the second day of May in the tenth yeare of our Raigne of England ffrance and Ireland made between us on the one parte and the said Hugh Middleton on the other parte with consent of the said Adventurers did agree to beare and paye the one halfe and moietie of all the charges disbursed and expended and to be disbursed and expended in and about the bringinge and perfectinge of the said worke.

And the said Hugh Middleton for and in consideration of the powers liberties priviledges authorities payments and other thinges to him the said Hugh Middleton his heires executors and administrators in and by the said last mentioned Indenture graunted and to be paid and performed did by the said Indenture for him his heires and assignes covenauant promise and graunt to and with us our heires and successors well and truly paying such somes of money disbursed verified or proved as in the said Indenture is mentioned and at the times therein lymited or within one and twentie daies respectively ensueinge should have and receive for ever the one halfe of the benefitt profit and comoditie of the said Water and of the conveying of the same to and from all places. And that the said Mayor Cominaltie and Cittizens of the said Cittie of London and their successors and the said Hugh Middleton his heires Executors Administrators and Assignes should and would from tyme to tyme do and suffer to be done all actes and thinges for the assuring and sure making of the same to some such person or persons and in such manner and fforme as Wee our heires and successors should nominate and appoint, and that the same assurances should be from tyme to tyme renewed altered or amended as should be appointed by us our heires or successors or anie of them or by our Counsell learned in the Lawe, so as the Interest should and might be still settled and kept in a subject and not in us our heires or successors accordinge to the purporte effecte and true meaninge of the Covenants and Agreements of the said Mayor Cominaltie and Cittizens in the aforesaid Indenture contained between them on the one parte and the said Hugh Middleton of the other parte bearinge date the aforesaid eight and twentieth daie of March as by the same more ffullie and at large it doth and may appeare.

And whereas the said Hugh Middleton and the said Adventurers with great expenses and charge both of us and

of themselves in particular have proceeded in the said worke and after many Difficulties and Oppositions undergon therein have by our aid and furtherance and with the special labour care and Industrie of the saide Hugh Middleton longe since brought the said ffreshe Streame unto our said Cittie of London and unto the Surburbes thereof, and also into our Cittie of Westminster and distributed the same by pipes through manie partes thereof, all which notwithstandinge the said worke hath not hitherto yielded such profit as was hoped for, partly by reason of the expenses daielie arising farr greater and heavier than by the said Adventurers was expected and partly for want of power in them to settle the carriage and government thereof in such order and forme as is fitt and convenient.

Know yee therefore that Wee for the settlinge and establishment of the said worke and the profitts and comodities thereof in tyme to come, to such intents uses and purposes as are herein mentioned that is to say for and concerninge the one moietie thereof all necessarie charges and expenses deducted to the use of us our heires and successors, and for the other moitie to the use of the said Hugh Middleton and the said adventurers their heires and assignes ratable and respectivelie according to the proportion of their severall disbursements adventures and partes therein.

And to the end they maie be the better encouraged to take paines hereafter in perfectinge and preservinge the said worke and enabled to make and execute good orders for the maintenance and continueinge of the same and receive assurance of their severall partes and shares of the cleere benefitt and profit of the said worke to them their heires and assignes for ever.

And upon the humble petition of the said Hugh Middleton and the rest of the said Adventurers of our Special Grace certaine knowledge and mere mocon have willed graunted ordained created and appointed, and by theis presents for us our heires and successors doe will graunt ordaine create and appoint. That our well-beloved subjects Hugh Middleton cittizen and gouldsmith of London, Henry Mountayne Knight Lord Chief Justice of our Court of Kings Bench.

and all and every person and persons which hereafter accordyng to the true intent of these presents shall be elected and chosen into the roome or place of them or anie of them which shall dye or be removed for ever hereafter be and shal bee by force of these presents one body corporate and politique in deed fact and

name, and by the name of the Governor and Company of the New River brought from Chadwell and Amwell to London.

* * * * *

The charter proceeds to give the Company power to purchase, hold, and dispose of lands, &c., to sue and be sued in their corporate name, and to have and use a common seal.

Then follow the declarations respecting the appointment of the Governor, Deputy Governor, and Treasurer, and the duties of these officers in the management of the Company's business and internal affairs, *e.g.*, the holding of meetings. At these meetings, as will be seen from the following extract, the Company might lease their river;

from tyme to tyme conclude and agreupon, and to make demises and leases of anie parte or partes of the water coming from the foresaid New River or Streame or anie profitt or advantage of or by reason of the said River or Streame to anie person or persons either to be derived or conveyed out of the pipes of the said Worke or otherwise for anie terme or estate not exceedinge the terme of one and twentie yeares or three lives or any number of yeares determinable upon one two or three lives and for such fines and rents and upon such covenants and conditions as they shall from tyme to tyme thinke fitt.

* * * * *

After giving these meetings power to make laws and ordinances "good wholesome and profitable to the well ordering of the said Streame, Worke and water" the Charter proceeds to appoint the first Governor, Deputy Governor, and Treasurer, and to appoint the manner of filling these places as necessity may require.

The Charter gives the most careful directions for administering oaths of faithful service to all alike from the Governor to the servants of the Company.

And further of our especiall grace certaine knowledge and meere mo^oon wee have given and graunted and by these presents for us our heires and successors for the considerations aforesaid as much as in us is, Wee doe give and graunt unto the said Governor and Company of the New River brought from Chadwell and Amwell to London and their successors the said New River cutt and streame soe as aforesaid brought from Chadwell and Amwell to London with the appurtenants and all manner of profitts advantages and comodities thereof, or by reason thereof in any sorte to be made raised or gotten to have hould and enjoye the said New River cutt or stream and premisses with the appurtenants to the said Governor and Company of the New River brought from Chadwell and Amwell to London and their successors for ever according to the true meaninge of these presents, to be holden of us our heires and successors as of our Mannor of Eastgreene within our countie of Kent

in free and common socage by fealtie onely and not in cheife nor by knigt's service.

And further we will and by these presents for us our heires and successors do ordaine that the said Governor and Company of the New River brought from Chadwell and Amwell to London and their successors at all and every tyme and tymes hereafter shall well and sufficiently maintaine, repayre, preserve, and scoure the said New River and Streame and all the Bancks and Bridges of and belonging to the same as now it is and that the said Governor and Company and their successors shall and may lawfully alter and change the said New River or Cutt in by and through anie of the groundes or soyle of us our heires or successors without anie ympeachment or Impediment or further or other warrant in that behalf, and further that it shall be lawful for the said Governor and Company of the New River brought from Chadwell and Amwell to London and their successors and to their officers workemen and servants to take and use the earth digged and cast up out of the said New River or Trench already made and to carry the same to anie place or places for the good of the said Worke streame or water or for the benefitt of the said Companie of and from the ground or soile of us our heires or successors.

And further of our more especiall grace certaine knowledge and meere mocon wee do for us our heires and successors hereby give and graunt unto the said Governor and Company of the New River brought from Chadwell and Amwell to London and their successors full power license and authoritie to purchase have receive take and enjoy to the use of the said Governor and Company of the New River brought from Chadwell and Amwell to London and their successors for ever as well of the Mayor and Cominaltie and Cittizens of the said Cittie of London as from the said Hugh Middleton his heires and assignes and of and from all and every other p'son and p'sons havinge or clayminge anie thinge unto or concerninge the said New River Stream Water and premisses such Estate Right Title and Interest liberties and priviledges whatsoever as they or anie of them have or ought to have and which may be lawfully passed conveyed graunted or anie waie transferred to the said Governor and Company and their successors.

* * * * *

Those parts of the remainder of the Charter not here extracted are devoted to the grant of a power to the Company of purchasing and holding an office house, the transfer of shares in the undertaking, the receipt of the king's share, the appointment of the first clerk of the Company, and formalities of the Charter.

And further we do by these presents for us our heires and successors straightly charge and command all p'son and p'sons whatsoever that they or anie of them doe not hereafter cast or putt into the said New River anie earth rubbish soyle gravell stones dogges cattis or anie cattle carrion or anie unwholesome or uncleane thinge nor shall washe nor clense anie clothes wooll or other thinge in the said River, nor hurte abate breake putt downe take or carry away anie the howses pipes pondes bancks or bridges of or belonging to the said New River made or to be made or anie part of them nor shall doe anie acte or thinge that shall or may hinder lett stopp or annoye the said water or the current or passage thereof nor shall make or convey anie sincke sewer ditch tanhowse dying howse or seege (?) into the said River or to have anie fall into the same.

And further that they or anie of them doe not hereafter presume to lay or place anie pipe or pipes or make anie devise to drawe or convey or otherwise to fetch or carry away turne or divert anie the water out of the said River nor out of any pipe or quill graunted or to be graunted to any p'son or p'sons by the said Companie without the lycense and consent of the said Governor and Companie for tyme beinge or of their lawfull officers and ministers thereunto to be authorised first had and obtayned in writinge nor doe hereafter make or digge anie new ditch pond pitt or trench neere the said New River whereby the water of the same may fall or drayne away, nor do hereafter plant or sett anie sallowes willowes or elmes within fyve yardes of the said River at the least nor doe anie other nuisance or annoyance whatsoever to the said River:

Nor attempt to go about to bryng to the said Citties of London and Westminster and to the Borough of Southwarke or to either of them anie other river or pipe for conveying or bringinge of water from anie place whatsoever without the lycense and assent of the said Governor and Company of the New River brought from Chadwell and Amwell to London or their successors upon payne that every p'son and p'sons offendinge in all or anie of the premisses shall incur our High Displeasure and such paines penalties and punishments as by the lawes and statuts of this our Realme of England or by our Prerogative Royall can or maie be inflicted and imposed upon such offenders as Breakers and Contemnners of our Royall Comāndement given for the preservation and continuance of this so great and necessary a worke tendinge so much to the publique good of our Cittie of London.

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In witness whereof we have caused these our lres to be made patents.

Witnes our selfe at Westminster the one and twentieth daie of June in the seaventeenth yeare of our Rayne of England ffrance and Ireland and of Scotland the two and fiftieth.

Per breve de privato sigillo.

APPENDIX D.

PART II.

NOTES OF OLD ACTS RELATIVE TO THE NEW RIVER
COMPANY.13 *Elizabeth*, cap. 18.

By this Act the Mayor, Commonalty and Citizens of the City of London and their successors were empowered to begin and continue the laying out of convenient limits of ground for the making of a trench for bringing the River of Lee otherwise called the Ware River within land to the North part of the City of London. Power is given to them to have, take, and use "so much ground, during and by all the Length as the said new Channel, Cut, or River, shall pass, as shall be requisite for the conveying of the said Water, and also fifty or threescore foot in Breadth on each side of the said River, by all the length of the same; so alway that they do not in any one Place take in Breadth both in Channel and in Ground on both the sides of the water, above the Breadth of eight score foot in all, which convenient Breadth of Ground on both sides, is thought needful to be had."

3 *James I.*, cap. 18.

The Lord Mayor, Commonalty, and Citizens of the City of London are empowered "for bringing a fresh stream of running water to the North parts of the City of London from the springs of Chadwell and Amwell and other springs of the County of Hertford" to begin and continue the laying out of convenient limits of ground for the making of the Trench for the said River at the breadth of 10 foot and not above leaving the inheritance of the new cut in the Owners thereof.

4 *James I.*, cap. 12.

This is an Act in explanation of the last mentioned Act giving the Mayor, Commonalty and Citizens of the City of London power to erect and maintain a trunk or vault in the earth to convey the water from Chadwell, etc., to London.

12 *George II., cap. 32.*

By this Act, which contains various provisions relative to the River Lee, the navigation of the River Lee is to be fixed and continued in the channel or course wherein it then ran and was used for navigation from Hertford to Ware Mills and thence along the ancient river Lee to the cut or river made by the Corporation of London under the Act of the thirteenth year of Elizabeth.

Section 3 imposes on the New River Company obligations to maintain a lock or cistern near Ware Mills. Section 5 empowers the New River Company "at all times for ever hereafter, to have, receive and take from and out of the said River Lee into the said New River, and to hold use and enjoy a quantity or body of water constantly to issue from the said River Lee, at or near the mouth or opening of Manifold Ditch aforesaid, through the balance engine there lately erected by the said governor and Company, and to pass and run along and through the said Manifold Ditch, to the ancient turnpike or sluice of the said governor and Company, now standing cross the same ditch, near a small piece of land called Chalk Island, and from the said ancient turnpike or sluice in and along a cut or trench made from thence into the said New River, through the present timber gage or trough, there lately placed by the said company; which gage or trough is of the clear dimensions within the same of six feet in weadth or breadth, two feet in depth, and fourteen feet in length, and is to be continued of the same and no greater dimensions for ever hereafter in brick, wood or stone as the said governor and Company shall think most proper and useful, between the brick arch standing near the said turnpike and the said New River, and not be placed perpendicularly higher or lower than the present gage now is, to the intent that the said Governor and Company shall for ever hereafter be supplied with a constant quantity or body of water of the dimensions aforesaid and no more, to run and pass from the said River Lee into the said New River in a natural course, and without any pen at the said gage or trough, and that it shall not be lawful to or for the said Governor and Company, at any time or times hereafter, to take any more or other or greater quantity of water than as aforesaid, out of and from the said River Lee or Manifold Ditch aforesaid, between the towns of Hertford and Ware, by or through any other passage, ditch, or cut, or in any other manner than as in this Act is mentioned.

7 *Geo. 3, c. 51.*

This is a long Act relating to the River Lee, but should be referred to in connection with the New River Company's powers, together with the following Acts :—

19 *Geo. 3, c. 58.*

An Act for preserving the navigation of the River Lee, &c.

45 *Geo. 3, c. 69.*

An Act for the better preservation and further improvement of the navigation of the River Lee ; and

13 & 14 *Vict. c. 109.*

An Act to alter and amend the Acts relating to the navigation of the River Lee, in the counties of Hertford, Essex, and Middlesex : and to enable the Trustees further to improve the navigation and to dispose of the surplus water ; and for other purposes.

APPENDIX E.

SECTIONS OF ACTS RELATING TO THE COMPANIES' POWERS
TO CHARGE FOR WATER SUPPLIED.1852. *The Chelsea Waterworks Act.*

Section 60. *Rates at which water is to be supplied for domestic purposes.*

That the Company shall at the request of the owner or occupier of any house in any street within the limits of this Act in which any pipe of the Company shall be laid, or of any person who under the provisions of this Act or any Act incorporated therewith shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier, or other person, a sufficient supply of water for their domestic purposes at the rates hereinafter specified (that is to say)—

Where the annual value of the dwelling-house or other place supplied shall not exceed £200, at a rate per centum per annum on such value not exceeding £4.

And where such annual value shall exceed £200, at a rate per centum per annum on such value not exceeding £3.

If there be a water-closet or water-closets, or fixed bath or baths, or any high service in such dwelling-house or place, then in addition to the rates above specified the following rates shall be payable (that is to say)—

Where the annual value of such house shall exceed £30, but shall not exceed £50, a rate not exceeding four shillings per annum for each single water-closet, fixed bath, or high service, and a further sum of two shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed £50, but shall not exceed £100, a rate not exceeding six shillings per annum for each single water-closet, fixed bath, or high service, and a further sum of three shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed £100, but shall not exceed £200, a rate not exceeding eight

shillings for each single water-closet, fixed bath, or high service, and a further sum of four shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed £200, but shall not exceed £300, a rate not exceeding ten shillings for each single water-closet, fixed bath, or high service, and a further sum of five shillings for each additional water-closet, fixed bath, or high service.

And where such annual value shall exceed £300, a rate not exceeding twelve shillings for each single water-closet, fixed bath, or high service, and a further sum of six shillings for each additional water-closet, fixed bath, or high service.

Section 61. *Interpretation of high service.*

That the expression "high service" in this Act shall mean and be considered as being a delivery of water at an elevation more than ten feet above the pavement in front of the dwelling-house or other place supplied.

Section 62. *What shall not be included in domestic purposes.*

That with respect to the several rates above specified a supply of water for domestic purposes shall not include a supply of water for steam engines or railway purposes, or for warming or ventilating purposes, or for working any machine or apparatus, or for public baths, horses, cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains, or for any trade, or manufacture, or business requiring an extra supply of water.

Section 63. *Water for other than domestic purposes to be supplied by agreement.*

That it shall be lawful for the Company to supply any person or body within the limits of this Act with water, to be used within the limits aforesaid for other than domestic purposes, at such rate and upon such terms and conditions as shall be agreed upon between the Company and the person or body desirous of having such supply of water.

1853. *The East London Waterworks Act.*

Section 72. *What are not domestic purposes.*

That a supply of water for domestic purposes shall not include a supply of water for steam engines or railway purposes, or for warming or ventilating purposes, or for working any machine or apparatus, or for horses or cattle, or for washing carriages, or for gardens, fountains, or

ornamental purposes, or for flushing sewers or drains, or for any trade, or manufacture, or business requiring an extra supply of water, or as regards any house of which the annual value does not exceed thirty pounds, a supply of water for baths.

Section 73. *Meaning of ordinary service and high service.*

That the expression "ordinary service" in this Act means water delivered at an elevation not higher than twenty feet above the level of the pavement adjoining or nearest to the dwelling-house or other place supplied; and the expression "high service" in this Act means water delivered at an elevation exceeding twenty feet above the level of the pavement adjoining or nearest to the dwelling-house or other place supplied.

Section 74. *Rates of ordinary supply of water for domestic services.*

That the Company shall at the request of the owner or occupier of any house, or of any part of a house occupied as a separate tenement in any street within their limits in which any main or service pipe of the Company is or shall be laid, or of any person who, under this Act, shall be entitled to demand a supply of water for domestic purposes, furnish to such person, by means of communication pipes and other necessary and proper apparatus to be provided, laid down, and maintained at the cost of such person, a sufficient supply of water for his domestic purposes at a rate per centum per annum on the annual value of the house not exceeding five pounds.

Section 75. *Water-closets and baths.*

Where the annual value exceeds thirty pounds, an additional rate not exceeding four shillings per annum for every single water-closet and for every single fixed bath.

Where the annual value exceeds fifty pounds, but does not exceed one hundred pounds, an additional rate not exceeding six shillings per annum for every single water-closet and for every single fixed bath;

And where the annual value exceeds one hundred pounds, an additional rate not exceeding eight shillings for every single water-closet and for every single fixed bath.

Section 76. *High service.*

And with respect to high service the Company may charge, in addition to the foregoing rates respectively, such further rates as they from time to time fix, not

respectively exceeding twenty-five per centum per annum upon the foregoing several rates respectively.

Section 78. *Water for other than domestic purposes may be supplied by agreement.*

That the Company may supply any person or body within their limits with water to be used within such limits for other than domestic purposes, at the rate and upon the terms and conditions agreed upon between the Company and the person or body requiring such supply.

Section 79. *Company may charge by quantity in certain cases.*

That the Company may, at their own instance, and shall at the request of any owner or occupier of any premises situate in or adjoining any street in which any main or service-pipe of the Company is or shall be laid, and who requires a supply of water, by measure, for purposes other than the purposes in respect of which rates are by this Act provided or limited and by means of communication pipes, and other necessary and proper apparatus to be provided, laid, and maintained at the cost of the person requiring such supply, afford a supply of water by meter or other fit and sufficient instrument or mode for measuring and ascertaining the quantity of water so supplied, and may charge for such supply not exceeding the following rates for every one thousand gallons: to wit—

In respect of ordinary service:—

When the quarterly consumption of water does not exceed fifty thousand gallons, ninepence;

When exceeding fifty thousand gallons and not exceeding one hundred thousand gallons, eightpence;

When exceeding one hundred thousand gallons and not exceeding two hundred thousand gallons, sevenpence;

When exceeding two hundred thousand gallons, sixpence.

And in respect of high service:—

An additional rate not exceeding twenty-five per centum upon those several rates for ordinary service: Provided always that the Company shall not be required so to supply water in any less quantity than twenty-five thousand gallons in any quarter of a year.

Section 80. *Other rates may be taken by agreement in special cases.*

Provided always, that notwithstanding any of the provisions of this Act, the Company may take an increased rate

or charge by agreement with any person or body requiring a supply of water, and notwithstanding the same exceed the rates or charges in this Act specified.

Section 81. Owners of houses not exceeding twenty pounds annual value to be liable to water rates.

That the owners of all houses or parts of houses occupied as separate tenements, and not respectively exceeding the annual value of twenty pounds, shall, during such time as they are supplied with water by the Company, be liable to the payment of the rates chargeable in respect thereof under this Act instead of the occupiers thereof; and the person receiving the rent of any such house or tenement from the occupier thereof, on his own account, or as agent or receiver for any person interested therein, shall for that purpose be deemed the owner of such house or tenement.

Section 82. Company may let meters.

That the Company may let for hire any meter or instrument for ascertaining the quantity of water consumed and supplied, and any pipes and apparatus for the conveyance and storeage of such water, for such remuneration in money as is agreed upon between the Company and the person to whom the same is so let, and such remuneration shall be recoverable in the same manner as the rates or sums due to the Company for water, and such meters, instruments, pipes, and apparatus shall not be subject to distress for rent of the premises where the same are used, or to be attached or taken in execution under any process of any Court of Law or Equity, or any fiat in bankruptcy, or any other legal proceeding against the person in whose possession the same are.

Section 83. Powers to Company for ascertaining quantity consumed by meter, and for removing meters, &c.

That the officers of the Company may enter any house building or lands, supplied by the Company by measure in order to inspect the meters, instruments, fittings, and works for regulating the supply of water, and for the purpose of ascertaining the quantity of water consumed or supplied; and may from time to time enter any house, building, or lands, for the purpose of removing and carrying away any meter, instrument, pipes, fittings or other works, the property of the Company; and if any person hinder any such officer from entering and making such inspection, or effecting such removal, every person so offending shall for every such offence forfeit to the Company a sum not exceeding five pounds. Provided always, that except with the con-

sent of a justice, such power of entry shall not be exercised at any hour not authorised by "The Waterworks Clauses Act, 1847."

Section 84. *Saving existing agreements.*

Provided always, that all now existing agreements with the Company for the supply of water at any rates or charges other than the rates or charges by this Act provided shall remain and be in force and be carried into effect in all respects as if this Act were not passed.

1852. *The Grand Junction Waterworks Act.*

Section 46. *Rates at which water is to be supplied for domestic purposes.*

That the Company shall at the request of the owner or occupier of any house in any street within the limits of this Act in which any pipe of the Company shall be laid, or of any person who under the provisions of this Act or any Act incorporated therewith, shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier, or other person, a sufficient supply of water for their domestic purposes at the rates hereinafter specified (that is to say)—

Where the annual value of the dwelling-house or other place supplied shall not exceed two hundred pounds, at a rate per centum per annum on such value not exceeding four pounds; and where such annual value shall exceed two hundred pounds, at a rate per centum per annum on such value not exceeding three pounds.

If there be a water-closet, or water-closets or fixed bath or baths, or any high service in such dwelling-house or place, then in addition to the rates above specified, the following rates shall be payable (that is to say)—

Where the annual value of such house shall exceed thirty pounds, but shall not exceed fifty pounds, a rate not exceeding four shillings per annum for each single water-closet, fixed bath, or high service; and a further sum of two shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed fifty pounds, but shall not exceed one hundred pounds, a rate not exceeding six shillings per annum for each single water-closet, fixed bath, or high service; and a further sum of three shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed one hundred

pounds, but shall not exceed two hundred pounds, a rate not exceeding eight shillings for each single water-closet, fixed bath, or high service; and a further sum of four shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed two hundred pounds, but shall not exceed three hundred pounds, a rate not exceeding ten shillings for each single water-closet, fixed bath, or high service; and a further sum of five shillings for each additional water-closet, fixed bath, or high service.

And where such annual value shall exceed three hundred pounds, a rate not exceeding twelve shillings for each single water-closet, fixed bath, or high service; and a further sum of six shillings for each additional water-closet, fixed bath, or high service.

Section 47. *Interpretation of high service.*

That the expression "high service" in this Act shall mean and be considered as being a delivery of water at an elevation more than ten feet above the footway or pavement in front of the dwelling-house or other place supplied.

Section 48. *What are not domestic purposes.*

That a supply of water for domestic purposes shall not include a supply of water for steam-engines or railway purposes or for warming or ventilating purposes or for working any machine or apparatus, or for baths, horses, cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains, or for any trade or manufacture, or business requiring an extra supply of water.

Section 49. *Water for other than domestic purposes may be supplied by agreement.*

That the Company may supply any person or body within their limits, with water to be used within such limits for other than domestic purposes, at such rate and upon such terms and conditions as shall be agreed upon between the Company and the person or body requiring such supply.

Section 50. *Company may charge by quantity in certain cases.*

That the Company may, at their own instance, and shall at the request of any owner or occupier of any premises situate in or adjoining any street in which any main or service-pipe of the Company shall be laid, and who requires

a supply of water by measure, for purposes other than the purposes in respect of which rates are by this Act provided or limited, and by means of communication pipes and other necessary and proper apparatus to be provided, laid, and maintained at the cost of the person requiring such supply, afford a supply of water by meter or other fit and sufficient instrument or mode for measuring and ascertaining the quantity of water so supplied, and may charge for such supply not exceeding the following rates for each one thousand gallons (that is to say)—

In respect of ordinary service :

When the quarterly consumption of water does not exceed fifty thousand gallons, ninepence ;

When exceeding fifty thousand gallons, and not exceeding one hundred thousand gallons, eightpence ;

When exceeding one hundred thousand gallons, and not exceeding two hundred thousand gallons, sevenpence ;

When exceeding two hundred thousand gallons, sixpence.

And in respect of high service :

An additional rate not exceeding twenty-five per centum upon the several rates last hereinbefore specified and authorised for ordinary service :

Provided that the Company shall not be required so to supply water in any less quantity than twenty-five thousand gallons in any quarter of a year.

Section 51. *Owners of houses not exceeding twenty pounds annual value to be liable to water rates.*

That the owners of all houses, or parts of houses, occupied as separate tenements not respectively exceeding the annual value of twenty pounds shall during such time as the same shall be supplied with water by the Company, be liable to the payment of the rates chargeable in respect thereof under the authority of this Act instead of the occupiers thereof ; and the person receiving the rents of any such house or tenement from the occupier thereof, on his own account, or as agent or receiver for any person interested therein, shall be deemed the owner of such house or tenement.

1856. *Grand Junction Waterworks Act.*

Section 2. *Provisions of recited Acts for exempting lessees, &c., in Paddington from rates for water supply repealed.*

From and after the passing of this Act, Section Thirty-three of the recited Act of the Fifty-first year of George the Third, Chapter One hundred and sixty-nine and Section

Twenty-eight of the recited Act of the Seventh year of George the Fourth, Chapter One hundred and forty, and all other clauses and provisions of the recited Acts or any of them, or of the agreements or other instruments therein respectively recited, or any of them, for conferring on any owners, lessees, tenants, or under lessees, under tenants, occupiers, or inhabitants of the estate in the parish of Paddington belonging to the See of the Lord Bishop of London, or any part thereof, any exemption from liability to any rates or charges for any supply of water by the Company or any exemption from liability to the full amount of any such rates or charges so far if at all as those clauses and provisions, or any of them, are now in force, or any such exemption from liability could now be lawfully claimed, and all rights, remedies, claims, and demands whatsoever under or by virtue of or with respect to those clauses and provisions, or any of them, or any such exemption from liability, are by this Act repealed, and shall be wholly and for ever annulled and extinguished.

Section 4. Rates at which water is to be supplied in part of Paddington for domestic purposes.

From and after the Twenty-ninth day of September, One thousand eight hundred and fifty-six, the Company shall, at the request of the owner or occupier of any house in any street or place, being on the estate in the parish of Paddington belonging to the See of the Lord Bishop of London, in which any pipe of the Company shall be laid, furnish to such owner or occupier or other person a sufficient supply of water for their domestic purposes at rates less in the proportion of fifteen pounds per centum than the several rates specified in section forty-six of "The Grand Junction Waterworks Act, 1852."

Section 5. In all other cases Rates authorised by Company's Act of 1852 may be taken.

Provided always, that except only as is by this Act expressly provided with respect to rates for a supply of water after the Twenty-ninth day of September, One thousand eight hundred and fifty-six, for domestic purposes to owners or occupiers of houses on the said estate in the parish of Paddington belonging to the See of the Lord Bishop of London or to other persons, to be supplied for domestic purposes on that estate, the Company from and after the passing of this Act may demand and take from all owners, occupiers, and other persons from time to time supplied by the Company with water for domestic or other purposes, the several rates respectively authorised by "The Grand Junction Waterworks Act, 1852."

1861. *Grand Junction Waterworks Act.*Section 6. *Water rates for supply under this Act.*

The water rates or rents and sums of money which the Company may demand and take for supplying water within the several parishes and places by this Act included within the limits of their water supply, and otherwise in relation thereto, shall be the same as the Company are now authorised to demand and take in like cases within the limits of their water supply, as existing immediately before the passing of this Act.

1864. *Kent Waterworks Act.*Section 28. *Rates at which water is to be supplied for domestic purposes where there is no water-closet or bath.*

The Company shall at the request of the owner or occupier of any house, or part of a house, in any street in which from time to time any pipe of the Company is laid, or of any person who, under the provisions of this Act, is entitled to demand a supply of water for domestic purposes, furnish to him a sufficient supply of water for domestic purposes, at rates not exceeding the following (that is to say)—

Where the yearly value of the house supplied does not exceed seven pounds, eight shillings:

Where it exceeds seven pounds and does not exceed eight pounds, nine shillings and sixpence:

Where it exceeds eight pounds and does not exceed nine pounds, ten shillings and sixpence:

Where it exceeds nine pounds and does not exceed ten pounds, twelve shillings:

Where it exceeds ten pounds and does not exceed eleven pounds, thirteen shillings:

Where it exceeds eleven pounds and does not exceed twelve pounds, fourteen shillings:

Where it exceeds twelve pounds and does not exceed thirteen pounds, fifteen shillings and sixpence:

Where it exceeds thirteen pounds and does not exceed fourteen pounds, sixteen shillings and sixpence:

Where it exceeds fourteen pounds and does not exceed fifteen pounds, eighteen shillings:

Where it exceeds fifteen pounds and does not exceed sixteen pounds, nineteen shillings:

Where it exceeds sixteen pounds and does not exceed seventeen pounds, one pound:

Where it exceeds seventeen pounds and does not exceed eighteen pounds, one pound one shilling and sixpence:

Where it exceeds eighteen pounds and does not exceed nineteen pounds, one pound two shillings and sixpence:

Where it exceeds nineteen pounds and does not exceed twenty pounds, one pound and four shillings:

Where it exceeds twenty pounds and does not exceed twenty-five pounds, one pound and eight shillings:

Where it exceeds twenty-five pounds and does not exceed thirty pounds, one pound and eleven shillings:

Where it exceeds thirty pounds and does not exceed thirty-five pounds, one pound and fifteen shillings:

Where it exceeds thirty-five pounds and does not exceed forty pounds, two pounds:

Where it exceeds forty pounds and does not exceed forty-five pounds, two pounds and five shillings:

Where it exceeds forty-five pounds and does not exceed fifty pounds, two pounds and ten shillings:

Where it exceeds fifty pounds and does not exceed sixty pounds, two pounds and fifteen shillings:

Where it exceeds sixty pounds and does not exceed seventy pounds, three pounds and three shillings:

Where it exceeds seventy pounds and does not exceed eighty pounds, three pounds and ten shillings:

Where it exceeds eighty pounds and does not exceed ninety-five pounds, three pounds and sixteen shillings:

Where it exceeds ninety-five pounds, at a rate not exceeding four pounds per centum per annum on the yearly value.

Section 29. Definition of the term "a supply of water for domestic purposes."

A supply of water for domestic purposes includes a supply of water for one water-closet, but not a supply of water for more than one water-closet or for any bath, and does not include a supply of water for cattle or for horses, or for washing carriages, if the horses or carriages are kept for hire or by common carriers, or are the property of a dealer, or for steam-engines, or for railway purposes, or for warming or ventilating purposes, or for working any machine or apparatus, or for any trade, manufacture, or business whatsoever, or for watering gardens by means of any tap, tube, pipe, or other like apparatus, or for fountains, or for flushing sewers or drains, or for public baths, or for any ornamental purpose whatever.

Section 30. *Rates if there be a water-closet or bath.*

The Company may charge for every year in respect of every water-closet more than one, and every bath in any dwelling-house in addition to the ordinary yearly rates, any rates not exceeding the following yearly rates (that is to say)—

Where the yearly value of the dwelling-house does not exceed nine pounds, five shillings for every water-closet more than one, and six shillings for every bath :

Where the yearly value of the dwelling-house exceeds nine pounds, and does not exceed twenty pounds, six shillings for one water-closet beyond the first, and eight shillings for one bath, and five shillings for every additional water-closet, and six shillings for every additional bath :

Where the yearly value of the dwelling-house exceeds twenty pounds and does not exceed forty pounds, seven shillings for one water-closet beyond the first, and ten shillings for one bath, and five shillings for every additional water-closet, and six shillings for every additional bath :

Where the yearly value of the dwelling-house exceeds forty pounds and does not exceed sixty pounds, eight shillings for one water-closet beyond the first, and ten shillings for one bath, and five shillings for every additional water-closet, and six shillings for every additional bath :

Where the yearly value of the dwelling-house exceeds sixty pounds and does not exceed eighty pounds, eight shillings for one water-closet beyond the first, and twelve shillings for one bath, and five shillings for every additional water-closet, and six shillings for every additional bath :

Where the yearly value of the dwelling-house exceeds eighty pounds, ten shillings for one water-closet beyond the first, and twelve shillings for one bath, and five shillings for every additional water-closet, and six shillings for every additional bath.

Section 31. *Owners of small houses let as separate tenements to pay water rates.*

The owners of all houses, or parts of houses, occupied as separate tenements, and respectively not exceeding the yearly value of twenty pounds, shall, during such time as they are supplied with water by the Company, be liable to the payment of the rates chargeable in respect thereof under this Act, instead of the occupiers thereof, and the person receiving the rent of any such house or tenement

from the occupier or occupiers thereof on his own account, or as agent or receiver for any person interested therein, shall for that purpose be deemed the owner of the house or tenement.

1888. *The Kent Waterworks Act.*

Section 36. *Rates for domestic supply within area to which limits are extended by this Act.*

The Company shall, subject to the provisions of the recited Acts and of this Act, upon the application of any owner or occupier, who under the provisions of the recited Acts or of this Act would be entitled to demand a supply of water for domestic purposes within the extended limits, furnish to him a sufficient supply of water for domestic purposes at the respective rates authorised to be demanded and taken by the Company by the Kent Waterworks Act, 1864. Provided that where the Company shall within the extended limits supply water for domestic purposes at a height exceeding four hundred feet above the sea level, they shall be entitled to demand and take an addition to the said respective rates of one-fourth of such rates. Provided also that the Company shall in no case be bound to supply water within the extended limits above the level of the reservoir authorised by this Act.

1848. *The Lambeth Waterworks Act.*

Section 37. *Rates at which water is to be supplied for domestic purposes.*

And be it enacted that the Company shall, at the request of the owner or occupier of any house, or part of a house, in any street within the limits of this Act in which any pipe of the Company shall be laid, or of any person who under the provisions of this Act, or any Act incorporated therewith, shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier or other person a sufficient supply of water for their domestic uses at the rates hereinafter specified (that is to say)—

If there be no water-closet in the dwelling-house or part of the dwelling-house to be supplied with water at the following rates:

Where the annual value of such house shall not exceed twenty pounds, at a rate per centum per annum not exceeding seven pounds ten shillings.

Where the annual value of such house shall exceed twenty pounds, but shall not exceed forty pounds, at a rate per centum per annum not exceeding seven pounds.

Where such annual value shall exceed forty pounds, but shall not exceed sixty pounds, at a rate per centum per annum not exceeding six pounds ten shillings.

Where such annual value shall exceed sixty pounds, but shall not exceed eighty pounds, at a rate per centum per annum not exceeding six pounds.

Where such annual value shall exceed eighty pounds, but shall not exceed one hundred pounds, at a rate per centum per annum not exceeding five pounds ten shillings.

And where such annual value shall exceed one hundred pounds, at a rate per centum per annum not exceeding five pounds.

If there be a water-closet or water-closets in such dwelling-house then, in addition to the rates above specified, the following rates shall be payable (that is to say)—

Where the annual value of such dwelling-house shall exceed twenty pounds, but shall not exceed forty pounds, a rate not exceeding ten shillings per annum for one water-closet, and a further sum of five shillings for each additional water-closet.

Where the annual value of such dwelling-house shall exceed forty pounds, but shall not exceed sixty pounds, a rate not exceeding twelve shillings per annum for one water-closet, and a further sum of six shillings for each additional water-closet.

Where the annual value of such dwelling-house shall exceed sixty pounds, but shall not exceed one hundred pounds, a rate not exceeding fifteen shillings for one water-closet, and a further sum of seven shillings and sixpence for each additional water-closet.

And where such annual value shall exceed one hundred pounds, at a rate not exceeding twenty shillings for one water-closet, and a further sum of ten shillings for each additional water-closet.

Section 38. Water for other than domestic purposes to be supplied by agreement.

And be it enacted, that it shall be lawful for the Company to supply any person or body within the limits of this Act with water to be used within the limits aforesaid for other than domestic purposes at such rent and upon such terms and conditions as shall be agreed upon between the Company and the person or body desirous of having such supply of water.

Section 39. *What shall be domestic purposes.*

And be it enacted, that a supply of water for domestic purposes shall not include a supply of water for baths, horses, cattle, or for washing carriages, or for any trade or business whatsoever.

1852. *The New River Company's Act.*

Section 35. *Rates for supply of water for domestic use.*

That the Company shall, at the request of the owner or occupier of any house or part of a house in any street within their limits in which any pipe of the Company shall be laid, or of any person who under the provisions of this Act, or any Act incorporated therewith, shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier, or other person, a sufficient supply of water for domestic purposes at the rates hereinafter specified (that is to say)—

For water supplied to any dwelling-house :

Where the annual value of the dwelling-house shall not exceed two hundred pounds, at a rate per centum per annum on such value not exceeding four pounds.

Where such annual value shall exceed two hundred pounds, at a rate per centum per annum on such value not exceeding three pounds.

If there be a water-closet or water-closets, or fixed bath or baths, or any high service in such dwelling-house or place, then, in addition to the rates above specified, the following rates shall be payable (that is to say)—

Where the annual value of such house shall exceed thirty pounds, but shall not exceed fifty pounds, a rate not exceeding four shillings per annum for each single water-closet, fixed bath, or high service, and a further sum of two shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed fifty pounds, but shall not exceed one hundred pounds, a rate not exceeding six shillings per annum for each single water-closet, fixed bath, or high service, and a further sum of three shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed one hundred pounds, but shall not exceed two hundred pounds, a rate not exceeding eight shillings for each single water-closet, fixed bath, or high service ; and a further sum of four shillings for each additional water-closet, fixed bath, or high service.

Where such annual value shall exceed two hundred

pounds, but shall not exceed three hundred pounds, a rate not exceeding ten shillings for each single water-closet, fixed bath, or high service; and a further sum of five shillings for each additional water-closet, fixed bath, or high service.

And where such annual value shall exceed three hundred pounds, a rate not exceeding twelve shillings for each single water-closet, fixed bath, or high service; and a further sum of six shillings for each additional water-closet, fixed bath, or high service.

Section 36. *Interpretation of high service.*

That the expression "high service" in this Act shall mean and be considered as being a delivery of water at an elevation more than ten feet above the ground-floor of such dwelling-house or other place supplied.

Section 37. *As to all service at more than 160 feet above Trinity high water mark.*

Provided that with respect to all service which shall be given at an elevation of more than one hundred and sixty feet above Trinity high water mark, it shall be lawful for the Company to charge, in addition to the rates hereinbefore authorised, a further sum not exceeding one pound per centum per annum on the annual value of such dwelling-houses respectively.

Section 38. *What are not domestic purposes.*

That a supply of water for domestic purposes shall not include a supply of water for steam-engines or railway purposes, or for warming or ventilating purposes, or for working any machine or apparatus, or for baths, horses, cattle, or for washing carriages, or for gardens, fountains or ornamental purposes, or for flushing sewers or drains, or for any trade or manufacture or business requiring an extra supply of water.

Section 39. *Other rates may be taken by agreement in special cases.*

That the Company may, notwithstanding the provisions of this Act or any Act incorporated therewith, take an increased rate or charge by agreement with the person or body requiring a supply of water, and notwithstanding the same may exceed the rates or charges herein specified.

Section 40. *Water for other than domestic purposes may be supplied by agreement.*

That the Company may supply any person or body within their limits with water to be used within such limits for other than domestic purposes at such rate and upon such

terms and conditions as shall be agreed upon between the Company and the person or body requiring such supply.

Section 41. *Company may charge by quantity in certain cases.*

That the Company shall, at the request of any consumer of water for purposes other than the purposes for or in respect of which the rates or charges are hereinbefore provided or limited, or at their own instance, afford a supply of water by means of a meter or other instrument or mode for measuring and ascertaining the quantity of water so supplied, and may charge for such supply not exceeding the following rates per one thousand gallons (that is to say)—

When the quarterly consumption of water shall not exceed fifty thousand gallons, sevenpence halfpenny :

When exceeding fifty thousand gallons, and not exceeding one hundred thousand gallons, sevenpence :

When exceeding one hundred thousand gallons, and not exceeding two hundred thousand gallons, sixpence halfpenny :

When exceeding two hundred thousand gallons, sixpence.

And a further rate not exceeding twenty-five pounds per centum in respect of water so supplied at an elevation of more than sixty feet above Trinity high water mark.

Section 42. *Company may let meters.*

That the Company may let for hire any meter or instrument for ascertaining the quantity of water consumed or supplied, and any fittings for the conveyance of such water, for such remuneration in money as shall be agreed upon between the Company and any person to whom the same may be so let, and such remuneration shall be recoverable in the same manner as the rents or sums due to the Company for water, and such meters and fittings shall not be subject to distress for rent of the premises where the same may be used, nor to be taken in execution under any process of a court of law or equity, or any fiat in bankruptcy against the person in whose possession the same may be.

Section 43. *Powers to Company for ascertaining quantity consumed by meter.*

That the clerk, engineer or other officer of the Company may at all reasonable times enter any house, building or premises supplied by the Company in manner lastly hereinbefore mentioned, in order to inspect the meters, instruments, fittings and works for regulating the supply of water,

and for the purpose of ascertaining the quantity of water consumed or supplied; and if any person hinder such officer as aforesaid from entering and making such inspection as aforesaid at any reasonable time, he shall, for every such offence, forfeit to the Company a sum not exceeding five pounds.

Section 44. *Power to take away meters, &c.*

That it shall be lawful for the Company, by their officers or servants, from time to time to enter any house, building, or premises, for the purpose of removing and carrying away any meter, instrument, pipes, fittings or other works, the property of the Company. Provided, that such power of entry shall not be exercised at any hour not authorised by the "Waterworks Clauses Act, 1847," except with the consent of a justice.

Section 45. *When rates are to come into operation.*

That the rates by this Act authorised shall come into operation from and after the twenty-fifth day of December one thousand eight hundred and fifty-two.

1852. *The Southwark and Vauxhall Water Act.*

Section 53. *Rates for ordinary supply of water for domestic use.*

That the Company shall at the request of the owner or occupier of any house or part of a house occupied as a separate tenement in any street within their limits in which any main or service pipe of the Company shall be laid, or of any other person who, under this Act, shall be entitled to demand a supply of water for domestic purposes furnish to such person by means of communication pipes and other necessary and proper apparatus to be provided, laid down and maintained at the cost of such person a sufficient supply of water for his domestic purposes at a rate per centum per annum on the annual value of the house not exceeding five pounds.

If there be a water-closet or water-closets, or fixed bath or baths, or any high-service in such dwelling-house or place, then in addition to the rates above specified the following rates shall be payable (that is to say)—

Where the annual value of such house shall exceed thirty pounds, but shall not exceed fifty pounds, a rate not exceeding four shillings per annum for each single water-closet, fixed bath or high-service, and a further sum of two shillings for each additional water-closet, fixed bath, or high-service.

Where such annual value shall exceed fifty pounds,

but shall not exceed one hundred pounds, a rate not exceeding six shillings per annum for each single water-closet, fixed bath, or high-service, and a further sum of three shillings for each additional water-closet, fixed bath, or high-service.

Where such annual value shall exceed one hundred pounds, but shall not exceed two hundred pounds, a rate not exceeding eight shillings for each single water-closet, fixed bath, or high-service, and a further sum of four shillings for each additional water-closet, fixed bath, or high-service.

Where such annual value shall exceed two hundred pounds, but shall not exceed three hundred pounds, a rate not exceeding ten shillings for each single water-closet, fixed bath, or high-service, and a further sum of five shillings for each additional water-closet, fixed bath, or high-service.

And where such annual value shall exceed three hundred pounds, a rate not exceeding twelve shillings for each single water-closet, fixed bath, or high-service, and a further sum of six shillings for each additional water-closet, fixed bath, or high-service.

Section 54. *Interpretation of high-service.*

That the expression "high-service" in this Act shall mean and be considered as being a delivery of water at an elevation more than ten feet above the footway or pavement in front of the dwelling-house or other place supplied.

Section 55. *What are not domestic purposes.*

That a supply of water for domestic purposes shall not include a supply of water for steam-engines or railway purposes; or for warming or ventilating purposes; or for working any machine or apparatus; or for baths, horses, cattle, or for washing carriages; or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains; or for any trade, or manufacture, or business requiring an extra supply of water.

Section 56. *Water for other than domestic purposes may be supplied by agreement.*

That the Company may supply any person or body within their limits with water to be used within such limits for other than domestic purposes at such rate and upon such terms and conditions as shall be agreed upon between the Company and the person or body requiring such supply.

Section 57. *Company may charge by quantity in certain cases.*

That the Company may at their own instance, and shall,

at the request of any owner or occupier of any premises situate in or adjoining any street in which any main or service-pipe of the Company shall be laid, and who requires a supply of water by measure for purposes other than the purposes in respect of which rates are by this Act provided or limited and by means of communication-pipes and other necessary and proper apparatus to be provided, laid, and maintained at the cost of the person requiring such supply, afford a supply of water by meter, or other fit and sufficient instrument or mode for measuring and ascertaining the quantity of water so supplied, and may charge for such supply not exceeding the following rates for each one thousand gallons (that is to say)—

In respect of ordinary service :

When the quarterly consumption of water does not exceed fifty thousand gallons, ninepence ;

When exceeding fifty thousand gallons, and not exceeding one hundred thousand gallons, eightpence ;

When exceeding one hundred thousand gallons, and not exceeding two hundred thousand gallons, sevenpence ;

When exceeding two hundred thousand gallons, sixpence.

And in respect of high-service :

An additional rate not exceeding twenty-five per centum upon the several rates last hereinbefore specified and authorised for ordinary service.

Provided that the Company shall not be required so to supply water in any less quantity than twenty-five thousand gallons in any quarter of a year.

1852. *The West Middlesex Waterworks Act.*

Section 39. *Rates at which water is to be supplied for domestic purposes.*

That the Company shall, at the request of the owner or occupier of any house in any street within the limits of this Act in which any pipe of the Company shall be laid, or of any person who, under the provisions of this Act, or any Act incorporated therewith, shall be entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier, or other person, a sufficient supply of water for their domestic purposes at the rates hereinafter specified (that is to say)—

Where the annual value of the dwelling-house or other place supplied shall not exceed two hundred pounds, at a rate per centum per annum on such value not exceeding four pounds ; and where such

annual value shall exceed two hundred pounds, at a rate per centum per annum on such value not exceeding three pounds.

If there be a water-closet or water-closets, or fixed bath or baths, or any high-service in such dwelling-house or place, then, in addition to the rates above specified, the following rates shall be payable (that is to say)—

Where the annual value of such house shall exceed thirty pounds, but shall not exceed fifty pounds, a rate not exceeding four shillings per annum for each single water-closet, fixed bath, or high-service, and a further sum of two shillings for each additional water-closet, fixed bath, or high-service ;

Where such annual value shall exceed fifty pounds, but shall not exceed one hundred pounds, a rate not exceeding six shillings per annum for each single water-closet, fixed bath, or high-service, and a further sum of three shillings for each additional water-closet, fixed bath, or high-service ;

Where such annual value shall exceed one hundred pounds, but shall not exceed two hundred pounds, a rate not exceeding eight shillings for each single water-closet, fixed bath, or high-service, and a further sum of four shillings for each additional water-closet, fixed bath, or high-service ;

Where such annual value shall exceed two hundred pounds, but shall not exceed three hundred pounds, a rate not exceeding ten shillings for each single water-closet, fixed bath, or high-service, and a further sum of five shillings for each additional water-closet, fixed bath, or high-service ;

And where such annual value shall exceed three hundred pounds, a rate not exceeding twelve shillings for each single water-closet, fixed bath, or high-service, and a further sum of six shillings for each additional water-closet, fixed bath, or high-service.

Section 40. *Interpretation of high-service.*

That the expression “high-service” in this Act shall mean and be considered as being a delivery of water at an elevation more than ten feet above the footway or pavement in front of the dwelling-house or other place so supplied.

Section 41. *As to all service at more than 200 feet above Trinity high-water mark.*

Provided that with respect to all service which shall be

given to any dwelling-house at an elevation of more than 200 feet above Trinity high-water mark it shall be lawful for the Company to charge, in addition to the rates hereinbefore authorised, a further sum not exceeding one pound per centum per annum on the annual value of such dwelling-house.

Section 42. *What are not domestic purposes.*

That a supply of water for domestic purposes shall not include a supply of water for steam-engines or railway purposes, or for warming or ventilating purposes, or for working any machine or apparatus, or for baths, horses, cattle, or for washing carriages, or for gardens, fountains, or ornamental purposes, or for flushing sewers or drains, or for any trade or manufacture or business requiring an extra supply of water.

Section 43. *Company may charge by quantity in certain cases.*

That the Company may at their own instance, and shall at the request of any owner or occupier of any premises situate in or adjoining any street in which any main or service pipe of the Company shall be laid, and who requires a supply of water by measure for purposes other than the purposes in respect of which rates are by this Act provided or limited, and by means of communication pipes and other necessary and proper apparatus, to be provided, laid and maintained at the cost of the person requiring such supply, afford a supply of water by meter, or other fit and sufficient instrument or mode for measuring and ascertaining the quantity of water so supplied, and may charge for such supply not exceeding the following rates for each one thousand gallons (that is to say)—

In respect of ordinary service;

When the quarterly consumption of water does not exceed fifty thousand gallons, ninepence;

When exceeding fifty thousand gallons and not exceeding one hundred thousand gallons, eightpence,

When exceeding one hundred thousand gallons and not exceeding two hundred thousand gallons, sevenpence;

When exceeding two hundred thousand gallons, sixpence;

And in respect of high service:

An additional rate not exceeding twenty-five per centum upon the several rates last hereinbefore specified and authorised for ordinary service:

Provided that the Company shall not be required so to

supply water in any less quantity than twenty-five thousand gallons in any quarter of a year.

Section 44. *Water for other than domestic purposes to be supplied by agreement.*

That it shall be lawful for the Company to supply any person or body within the limits of this Act with water, to be used within the limits aforesaid for other than domestic purposes, at such rate and upon such terms and conditions as shall be agreed upon between the Company and the person or body desirous of having such supply of water.

1866. *West Middlesex Waterworks Act.*

Section 6. *Water rates for extended supply by Company.*

The water rates or rents and sums of money which the Company may demand and take for supplying water within the several parishes and places by this Act included within the limits of their water supply, and otherwise in relation thereto, shall be the same as they are now authorised to demand and take in like cases within the present limits of their water supply.

APPENDIX F.

TABLES ILLUSTRATING THE VARIATIONS OF THE
COMPANIES' POWERS TO CHARGE FOR WATER
SUPPLIED.

APPENDIX F.

TABLES ILLUSTRATING THE VARIATIONS OF THE COMPANIES' POWERS TO CHARGE FOR WATER SUPPLIED.

i. THE MAXIMUM CHARGES WHICH THE SEVERAL COMPANIES CAN LEGALLY MAKE FOR WATER FOR DOMESTIC PURPOSES
IN RESPECT OF HOUSES OF THE DIFFERENT ANNUAL VALUES STATED IN THE FIRST COLUMN.

Annual Value.	Chelsea.	East London.	Grand Junction.	Kent.	Lambeth.	New River.	Southwark and Vauxhall.	West Middlesex.
£ 7	£ s. d. 5 7	£ s. d. 7 0	£ s. d. 5 7	£ s. d. 8 0	£ s. d. 10 6	£ s. d. 5 7	£ s. d. 7 0	£ s. d. 5 7
8	6 4	8 0	6 4	9 6.	12 0	6 4	8 0	6 4
9	7 2	9 0	7 2	10 6	13 6	7 2	9 0	7 2
10	8 0	10 0	8 0	12 0	15 0	8 0	10 0	8 0
11	8 9	11 0	8 9	13 0	16 6	8 9	11 0	8 9
12	9 7	12 0	9 7	14 0	18 0	9 7	12 0	9 7
13	10 4	13 0	10 4	15 6	19 6	10 4	13 0	10 4
14	11 2	14 0	11 2	16 6	1 1 0	11 2	14 0	11 2
15	12 0	15 0	12 0	18 0	1 2 6	12 0	15 0	12 0
16	12 9	16 0	12 9	19 0	1 4 0	12 9	16 0	12 9

17	13 7	17 0	13 7	1 5 6	1 0 0	1 5 6	13 7	17 0	13 7
18	14 4	18 0	14 4	1 7 0	1 1 6	1 7 0	14 4	18 0	14 4
19	15 2	19 0	15 2	1 8 6	1 2 6	1 8 6	15 2	19 0	15 2
20	16 0	1 0 0	16 0	1 10 0	1 4 0	1 10 0	16 0	1 0 0	16 0
25	1 0 0	1 5 0	1 0 0	1 15 0	1 8 0	1 15 0	1 0 0	1 5 0	1 0 0
30	1 4 0	1 10 0	1 4 0	2 2 0	1 11 0	2 2 0	1 4 0	1 10 0	1 4 0
35	1 8 0	1 15 0	1 8 0	2 9 0	1 15 0	2 9 0	1 8 0	1 15 0	1 8 0
40	1 12 0	2 0 0	1 12 0	2 16 0	2 0 0	2 16 0	1 12 0	2 0 0	1 12 0
45	1 16 0	2 5 0	1 16 0	2 18 6	2 5 0	2 18 6	1 16 0	2 5 0	1 16 0
50	2 0 0	2 10 0	2 0 0	3 5 0	2 10 0	3 5 0	2 0 0	2 10 0	2 0 0
60	2 8 0	3 0 0	2 8 0	3 18 0	2 15 0	3 18 0	2 8 0	3 0 0	2 8 0
70	2 16 0	3 10 0	2 16 0	4 4 0	3 3 0	4 4 0	2 16 0	3 10 0	2 16 0
80	3 4 0	4 0 0	3 4 0	4 16 0	3 10 0	4 16 0	3 4 0	4 0 0	3 4 0
95	3 16 0	4 15 0	3 16 0	5 4 6	3 16 0	5 4 6	3 16 0	4 15 0	3 16 0
100	4 0 0	5 0 0	4 0 0	5 10 0	4 0 0	5 10 0	4 0 0	5 0 0	4 0
200	8 0 0	10 0 0	8 0 0	10 0 0	8 0 0	10 0 0	8 0 0	10 0 0	8 0 0
250	7 10 0	12 10 0	7 10 0	12 10 0	10 0 0	12 10 0	7 10 0	12 10 0	7 10

APPENDIX F—continued.

ii. THE VARIOUS PURPOSES NOT INCLUDED IN THE EXPRESSION “DOMESTIC PURPOSES” UNDER THE SEVERAL COMPANIES’ ACTS.

Chelsea.	East London.	Grand Junction.	Kent.	Lambeth.	New River.	Southwark and Vauxhall.	West Middlesex.
— —	Baths (in any house not exceeding £30 annual value). —	Baths. —	Any bath. —	Baths. —	Baths. —	Baths. —	Baths. —
Public baths. Cattle. Horses. Washing carriages.	Cattle. Horses. Washing carriages.	Cattle. Horses. Washing carriages.	Public baths. Cattle. Horses. Washing carriages [If the horses or carriages are kept for hire or by common carriers or are the property of a dealer.] Watering gardens by means of any tap, tube, pipe, or other like apparatus.	Cattle. Horses. Washing carriages.	Cattle. Horses. Washing carriages.	Cattle. Horses. Washing carriages.	Cattle. Horses. Washing carriages.
Gardens.	Gardens.	Gardens.		—	Gardens.	Gardens.	Gardens.
Fountains. Ornamental purposes. Flushing sewers or drains.	Fountains. Ornamental purposes. Flushing sewers or drains.	Fountains. Ornamental purposes. Flushing sewers or drains.	Fountains. Any ornamental purpose whatever. Flushing sewers or drains.	— — —	Fountains. Ornamental purposes. Flushing sewers or drains.	Fountains. Ornamental purposes. Flushing sewers or drains.	Fountains. Ornamental purposes. Flushing sewers or drains.

APPENDIX F—continued.

iii. THE ADDITIONAL CHARGES WHICH THE COMPANIES MAY LEGALLY MAKE IN RESPECT OF WATER-CLOSETS, BATHS AND "HIGH SERVICE."

For Premises of Annual Value as under.	Kent.				Lambeth.		Annual Value.	Chelsea. Grand Junction. New River. Southwark and Vauxhall. West Middlesex.		For every single water-closet and for every single fixed bath.	
	For every water-closet more than one (one being in all cases "bath" see text, <i>supra</i> , pp. 124-128.)		For every bath. (For meaning of "bath" see text, <i>supra</i> , pp. 124-128.)		For a water-closet or water-closets.			For each single water-closet, fixed bath or high service.			
	For the second.	For each additional above two.	For the first.	For each additional.	For the first.	For each additional above one.		For the first.	For each additional above one.		
£	s.	d.	s.	d.	s.	d.	£	s.	d.	s.	d.
Not exceeding 9	5	0	6	0							
Exceeding 9	6	0	8	0							
Not exceeding 20	5	0	10	0	10	0	30	4	0	2	0
Exceeding 20	7	0	12	0	12	0	50				
Not exceeding 40	8	0	10	0	15	0	50	6	0	3	0
Exceeding 40	8	0	12	0							
Not exceeding 60	10	0	12	0	20	0		8	0	4	0
Exceeding 60	10	0	12	0				10	0	5	0
Not exceeding 80	10	0	12	0				12	0	6	0
Exceeding 80											
Not exceeding 100											
Exceeding 100											
			</								

NOTE.—No charge specified in these cases where annual value does not exceed £30.

NOTE.—No charge specified where annual value does not exceed £20

In *addition* to the foregoing charges, the following are authorised:—*

East London.—For high-service, 25% per annum on the foregoing several rates respectively.

New River.—For supply at an elevation of more than 160 feet above Trinity High Water Mark 1% per annum on the Annual Value.

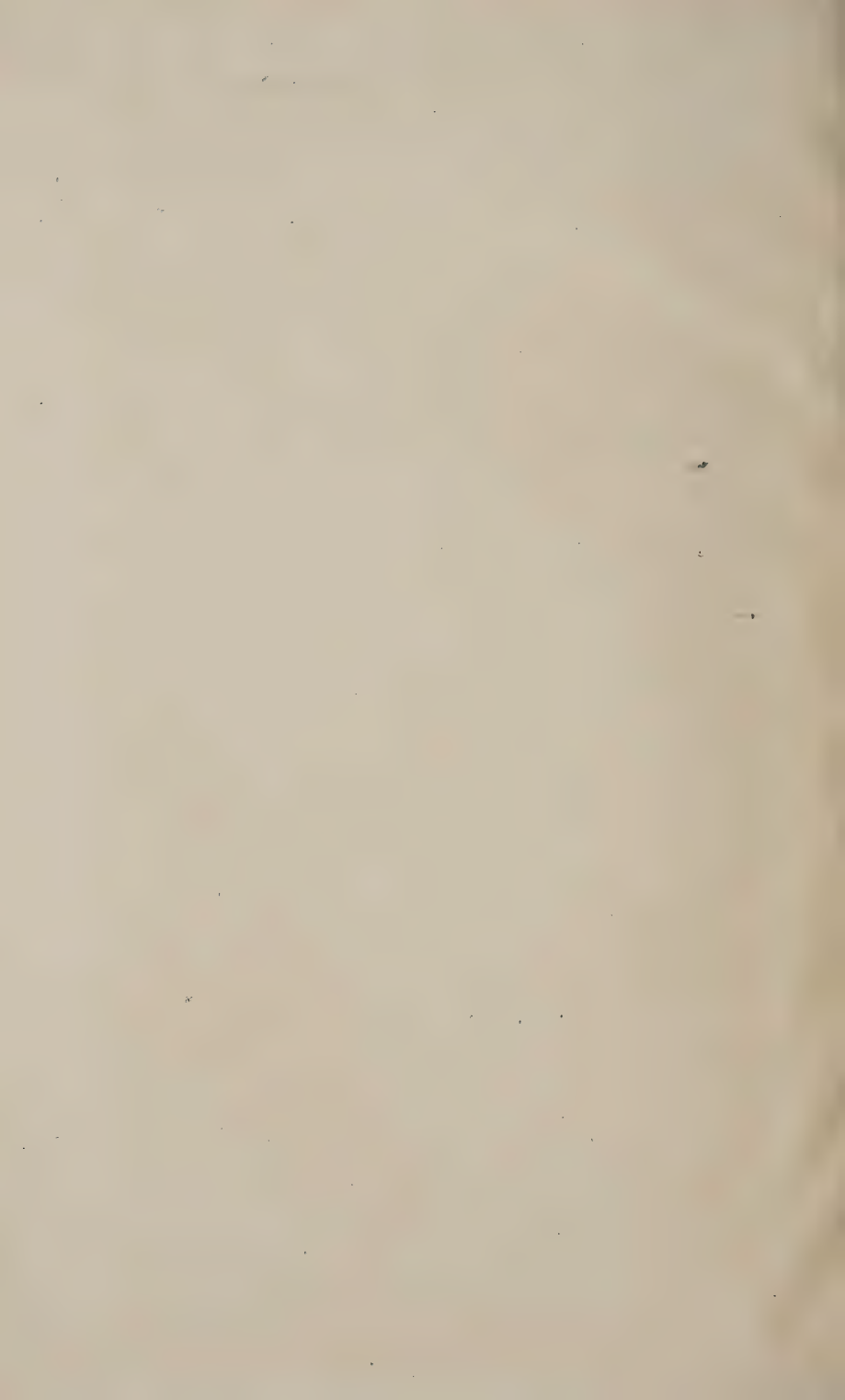
West Middlesex.—For supply at an elevation of more than 200 feet above Trinity High Water Mark, 1% per annum on the Annual Value.

[NOTE.—There is no reference to “high-service” in the Kent or Lambeth Acts.]

High Service (Meaning of).

Elevation of delivery of water.	Name of Company.
More than 10 feet above the pavement in front of the dwelling houses, &c.	Chelsea.
Exceeding 20 feet above level of adjoining or nearest pavement	East London.
More than 10 feet above the ground floor	New River.
More than 10 feet above the footway or pavement in front of house, &c	Grand Junction, Southwark and Vauxhall, West Middlesex.

* These are maximum, not fixed charges.





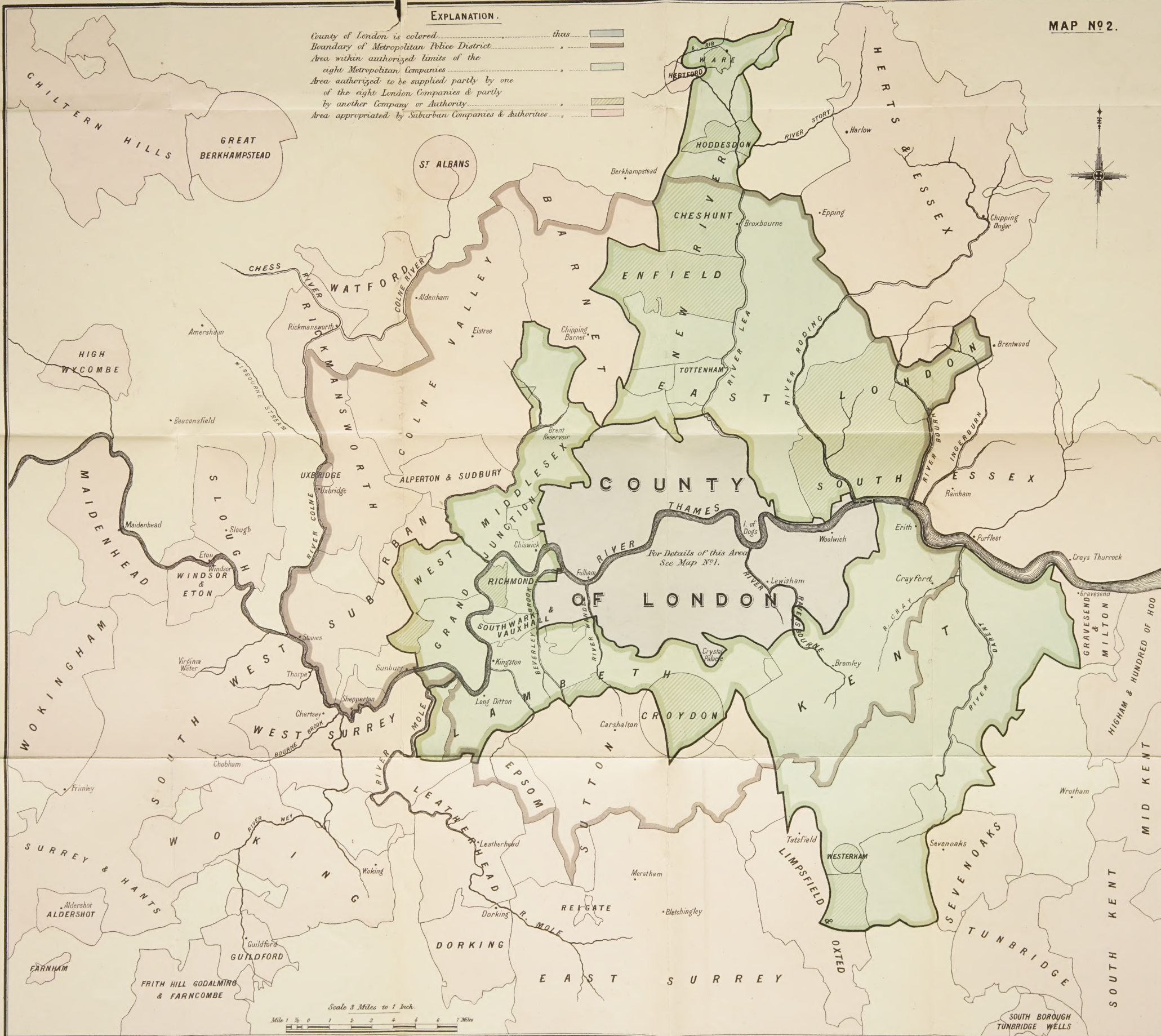
Shewing

annexed to Report of Mr H. L. Cripps to the London County Council 1st October 1892.
extent to which the Neighbourhood of London is already appropriated by Water Companies.

EXPLANATION.

- County of London is colored..... thus [light green box]
Boundary of Metropolitan Police District..... [dashed line]
Area within authorized limits of the
eight Metropolitan Companies..... [light green box]
Area authorized to be supplied partly by one
of the eight London Companies & partly
by another Company or Authority..... [hatched box]
Area appropriated by Suburban Companies & Authorities..... [pink box]

MAP No 2.



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